

AWARD/CONTRACT1. THIS CONTRACT IS A RATED ORDER UNDER
DPAS (15 CFR 350)

RATING

PAGE 1 OF PAGES 125

2. CONTRACT (Proc. Inst. Ident.) NO.

DTFA01-01-C-00015

3. EFFECTIVE DATE

See Block 20C

4. RE

PURCHASE REQUEST/PROJECT NO.

N/A

5. ISSUED BY

Federal Aviation Administration, ASU-340,
Washington, DC 20591

6. ADMINISTERED BY (If other than Block 5)

See Section G clauses

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and Zip Code)

The Washington Consulting Group, Inc (WCG)
4915 Auburn Avenue, Suite 301
Bethesda, Maryland 20814

8. DELIVERY



FOB ORIGIN



OTHER (See Below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified)
TO THE ADDRESS SHOWN IN ITEM

12. PAYMENT WILL BE MADE BY

See Section G

14. ACCOUNTING AND APPROPRIATION DATA

See Section G

11. SHIP TO/MARK FOR

See Section D

13. RESERVED

15A.
ITEM NO.15B.
SUPPLIES/SERVICES15C.
QUANTITY15D.
UNIT15E.
UNIT PRICE15F.
AMOUNT

Maximum Base Year Value

\$14,425,526.00

Maximum Option Year I Value

\$25,290,158.00

Maximum Option Year II Value

\$25,982,429.00

Maximum Option Year III Value

\$27,561,487.00

Maximum Option Year IV Value

\$28,839,070.00

Maximum Contract Value (including all
options)

\$122,098,670.00

15G. TOTAL AMOUNT OF CONTRACT

\$0.00

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CONTRACTING OFFICER WILL COMPLETE 17 OR 18 AS APPLICABLE

17. ☒ **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return 0 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if and, and (c) such provisions, representations, certifications and specifications, as are attached or incorporated by reference herein. (Attachment are listed herein.)

19A. NAME AND TITLE OF SIGNER (Type or print)

19B. NAME OF CONTRACTOR

19C. DATE SIGNED

BY John Martin, CFO
(Signature of person authorized to sign)

1/25/01

18. ☐ **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) Government's solicitation and our offer, and (b) this award/contract. No further contractual document is necessary.

20A. NAME OF CONTRACTING OFFICER

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

BY Susan M. Collier
(Signature of Contracting Officer)

1/30/01

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

B.1 GENERAL

The Contractor shall provide all necessary management, labor, facilities, equipment and supplies to accomplish the Air Traffic Instructional Services (ATIS) requirements set forth in Section C, Statement of Work, and as directed in the form of Notice of Training Requirements (NTRs). Each NTR will be ceiling-priced and will identify the task(s) to be accomplished, required labor categories and the period of performance. The NTR ceiling price shall include: estimated labor hours (by labor category) by task, fixed rate per hour for the applicable labor categories and the not-to-exceed (NTE) equipment, supplies and travel costs.

B.2 TYPE OF CONTRACT

The labor hours for CLINS 0001 through 0007 shall be provided by the Contractor on an Indefinite Delivery/Indefinite Quantity (IDIQ) basis with fixed labor rates. The Other Direct Costs (ODCs) for CLIN 0008 shall be reimbursed, in accordance with Clause H.17, entitled “Other Direct Costs”.

B.3 FULLY BURDENED LABOR RATES

The hourly labor rates listed below in Section B.4, “The Schedule” shall be fully burdened with Overhead, General and Administrative Costs, Profit/Fee and any appropriate escalation charges. The rates shall be used when submitting monthly invoices to the FAA for NTR(s) issued during the applicable period.

B.4 THE SCHEDULE

BASE PERIOD (Commencing the date of contract award through September 30, 2001)

CLIN 0001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
750	1,600	\$64.320	\$48,240.00	\$102,912.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 0002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
750	1,600	\$27.256	\$20,442.00	\$43,610.00

CLIN 0003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
14,000	40,600	\$39.569	\$553,966.00	\$1,606,501.00

CLIN 0004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
14,000	68,200	\$18.830	\$263,620.00	\$1,284,206.00

CLIN 0005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
14,000	304,800	\$32.758	\$458,612.00	\$9,984,638.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 0006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,250	12,100	\$19.843	\$24,804.00	\$240,100.00

CLIN 0007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Section 8.8 and 8.10 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
14,000	38,800	\$24.834	\$347,676.00	\$963,559.00

CLIN 0008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

<u>Minimum Price</u>	<u>Maximum Price</u>
-0-	\$200,000.00

CLIN 0009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

Total Minimum Hours	Total Maximum Hours	Total Minimum Price	Total Maximum Price
58,750	467,700	\$1,717,360.00	\$14,425,526.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

OPTION I (Effective October 1, 2001 through September 30, 2002)

CLIN 1001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$66.281	\$124,608.00	\$132,562.00

CLIN 1002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$28.093	\$52,815.00	\$56,186.00

CLIN 1003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
53,580	63,800	\$40.779	\$2,184,939.00	\$2,601,700.00

CLIN 1004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
53,580	112,000	\$19.478	\$1,043,631.00	\$2,181,536.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 1005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
53,580	536,000	\$33.753	\$1,808,486.00	\$18,091,608.00

CLIN 1006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
2,750	19,000	\$20.450	\$56,238.00	\$388,550.00

CLIN 1007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Sections 8.8 and 8.10 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
53,580	64,000	\$25.594	\$1,371,327.00	\$1,638,016.00

CLIN 1008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

<u>Minimum Price</u>	<u>Maximum Price</u>
-0-	\$200,000.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 1009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

Total Minimum Hours	Total Maximum Hours	Total Minimum Price	Total Maximum Price
220,830	798,800	\$6,642,044.00	\$25,290,158.00

OPTION II (Effective October 1, 2002 through September 30, 2003)

CLIN 2001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$68.252	\$128,314.00	\$136,504.00

CLIN 2002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$28.923	\$54,375.00	\$57,846.00

CLIN 2003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	63,800	\$41.993	\$2,289,458.00	\$2,679,153.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 2004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	112,000	\$19.976	\$1,089,092.00	\$2,237,312.00

CLIN 2005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	534,000	\$34.782	\$1,896,315.00	\$18,573,588.00

CLIN 2006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
3,000	22,000	\$21.055	\$63,165.00	\$463,210.00

CLIN 2007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Sections 8.8 and 8.10 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	62,000	\$26.368	\$1,437,583.00	\$1,634,816.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 2008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

<u>Minimum Price</u>	<u>Maximum Price</u>
-0-	\$200,000.00

CLIN 2009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

Total Minimum Hours	Total Maximum Hours	Total Minimum Price	Total Maximum Price
224,840	797,800	\$6,958,302.00	\$25,982,429.00

OPTION III (Effective October 1, 2003 through September 30, 2004)

CLIN 3001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$70.279	\$132,125.00	\$140,558.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 3002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$29.780	\$55,986.00	\$59,560.00

CLIN 3003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	63,800	\$43.244	\$2,357,663.00	\$2,758,967.00

CLIN 3004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	112,000	\$20.573	\$1,121,640.00	\$2,304,176.00

CLIN 3005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	556,000	\$35.859	\$1,955,033.00	\$19,937,604.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 3006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
3,000	22,000	\$21.688	\$65,064.00	\$477,136.00

CLIN 3007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Sections 8.8 and 8.10 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	62,000	\$27.153	\$1,480,382.00	\$1,683,486.00

CLIN 3008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

<u>Minimum Price</u>	<u>Maximum Price</u>
-0-	\$200,000.00

CLIN 3009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

Total Minimum Hours	Total Maximum Hours	Total Minimum Price	Total Maximum Price
224,840	819,800	\$7,167,893.00	\$27,561,487.00

OPTION IV (Effective October 1, 2004 through September 30, 2005)

CLIN 4001 – Contract Director

The Contractor shall provide a full-time Contract Director, in accordance with Sections 8.2.1, 8.2.2.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$72.390	\$136,093.00	\$144,780.00

CLIN 4002 – Contract Administrative Assistant

The Contractor shall provide a Contract Administrative Assistant, in accordance with Sections 8.2.1, 8.2.2.2 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
1,880	2,000	\$30.674	\$57,667.00	\$61,348.00

CLIN 4003 – Contract Site Supervisor

The Contractor shall provide Contract Site Supervisors, in accordance with Sections 8.2.3, 8.2.3.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	63,800	\$44.452	\$2,423,523.00	\$2,836,038.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 4004 – Administrative Assistant

The Contractor shall provide Administrative Assistants, in accordance with Sections 8.2.4, 8.2.4.1 and 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	112,000	\$21.149	\$1,153,043.00	\$2,368,688.00

CLIN 4005 - Instructor

The Contractor shall provide Instructors, in accordance with Sections 8.3 through 8.8 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	568,000	\$36.898	\$2,011,679.00	\$20,958,064.00

CLIN 4006 – Remote Pilot Operator

The Contractor shall provide Remote Pilot Operators, in accordance with Sections 8.8 and 8.9 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
3,500	24,000	\$22.339	\$78,187.00	\$536,136.00

CLIN 4007 – Computer-Based Instruction Administrator (CBIA)

The Contractor shall provide Computer Based Instruction Administrators, in accordance with Sections 8.8 and 8.10 of the Statement of Work.

<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Hourly Rate</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
54,520	62,000	\$27.968	\$1,524,815.00	\$1,734,016.00

PART I – THE SCHEDULE
SECTION B – SUPPLIES/SERVICES & PRICE/COST

CLIN 4008 – Other Direct Costs (ODCs)

As individual NTR's are prepared, each request will identify the estimated equipment, supplies and/or travel costs associated with that particular NTR. Since the actual amount of these costs will not be known by either party at the time of issuance of the NTR, both parties will agree on Not-To-Exceed (NTE) costs for equipment, supplies and/or travel required to support the efforts required. Estimates may be adjusted during performance of the NTR.

<u>Minimum Price</u>	<u>Maximum Price</u>
-0-	\$200,000.00

CLIN 4009 – Technical/Management Data

Technical/Management Data, in accordance with Section 6.0 of the Statement of Work.

-NSP-

Total Minimum Hours	Total Maximum Hours	Total Minimum Price	Total Maximum Price
225,340	833,800	\$7,385,007.00	\$28,839,070.00

SUMMARY

<u>Period</u>	<u>Minimum Hours</u>	<u>Maximum Hours</u>	<u>Minimum Price</u>	<u>Maximum Price</u>
Base	58,750	467,700	\$1,717,360.00	\$14,425,526.00
Option I	220,830	798,800	\$6,642,044.00	\$25,290,158.00
Option II	224,840	797,800	\$6,958,302.00	\$25,982,429.00
Option III	224,840	819,800	\$7,167,893.00	\$27,561,487.00
Option IV	<u>225,340</u>	<u>833,800</u>	<u>\$7,385,007.00</u>	<u>\$28,839,070.00</u>
Total	954,600	3,717,900	\$29,870,606.00	\$122,098,670.00

**PART I - THE SCHEDULE
SECTION C – SCOPE OF WORK**

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1.0 OVERVIEW

This Statement of Work (SOW) outlines the requirements necessary to furnish Air Traffic Instructional Services (ATIS) to the Federal Aviation Administration (FAA), Office of Air Traffic Resource Management (ATX). The proposed acquisition will seek a Contractor to assist the FAA in accomplishing training and training related services necessary to achieve and maintain the required number of Certified Professional Controllers (CPC). These training efforts will also support the implementation and operational use of certain Capital Investment Plan (CIP) programs, as well as cognitive training in simulation programs. Training will extend to area managers, area supervisors, and staff specialists as well as CPC and developmental controllers.

The SOW will include requirements for the Contractor, at designated en route and terminal facilities, to assist the FAA in:

- (1) Contract management and administrative services relative to the instructional services provided in this SOW;
- (2) Conducting classroom and simulation phases of qualification training;
- (3) Administering the cooperative education training program;
- (4) Developing and maintaining training materials;
- (5) Providing remote/pilot operators and pilot operator training;
- (6) Computer-based instruction administration; and
- (7) Providing training to non-controller/non-FAA groups, as required.

2.0 ACRONYMS AND DEFINITIONS

2.1 Statement of Applicability

The acronyms and definitions in this section shall apply wherever addressed in this SOW.

2.2 Acronyms

The following acronyms shall have the meaning set forth below and shall be used in that context within this SOW.

ARTCC: Air Route Traffic Control Center

ATC: Air Traffic Control

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ATCS: Air Traffic Control Specialist

ATCT: Airport Traffic Control Tower

CAMI: Civil AeroMedical Institute

CBI: Computer Based Instruction

CBIA: Computer Based Instruction Administrator

CDG: Course Design Guide

CERAP: Combined Center Radar Approach Control

CIC: Controller in Charge

CO: Contracting Officer

COTR: Contracting Officer's Technical Representative

CPC: Certified Professional Controller

CSS: Contractor Site Supervisor

DOT: Department of Transportation

DYSIM: Dynamic Simulation

ETG: Enhanced Target Generator

FAA: Federal Aviation Administration

ETLO: Facility Technical Liaison Officer

IPG: Instructional Program Guide

ISD: Instructional Systems Design

NAS: National Airspace System

NCBIA: National Computer Based Instruction Administrator

NTR: Notice of Training Requirement

RPQ: Remote Pilot Operator

RPOC: Regional Point of Contact

SOW: Statement of Work

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TDP: Training Development Plan

TIP: Transitional Implementation Plan

TRACON: Terminal Radar Approach Control Facility

2.3 Definitions

The following terms shall have the meaning set forth below and shall be used within the context of this SOW.

Additional Services: Duties and support deemed necessary by the FAA to maintain excellence in the National Air Traffic Training Program, as further described in requirement Task G of this SOW.

Air Route Traffic Control Center (ARTCC): A facility established to provide air traffic control service to aircraft during the en route phase of flight. An ARTCC is also often referred to as "center," "en route," or "en route option". The methods for training at these facilities are outlined in the En Route IPG.

Air Traffic Control (ATC): A service provided to promote the safe, orderly and expeditious flow of air traffic.

Air Traffic Manager (ATM): An individual responsible for the proper management and oversight of all operational aspects of air traffic control within a facility, such as the proper routing, separation and control of aircraft, as well as the personnel aspects, such as staffing and training of ATC resources.

Air Traffic Control Specialist (ATCS): A person involved in and directly responsible for the safe, orderly, and expeditious movement of aircraft both in the air and on the ground, utilizing radar and/or non-radar procedures for separation. Air traffic control specialists also perform safety and advisory functions relating to aircraft operations.

Airport Traffic Control Tower (ATCT): A facility established to provide air traffic control service for aircraft operating on the movement area and in the vicinity of an airport. An ATCT may be a separate facility or may be combined with a TRACON. An ATCT and/or TRACON is also often referred to as "tower", "terminal", or "terminal option".

Certification: A signature provided by an authorized FAA representative following a successful evaluation, written and/or laboratory, confirming that subject mastery and compliance with FAA policies, orders, practices, and procedures has been achieved. Certification is required before ATC instructors and RPOs are allowed to perform duties.

Certified Instructor: An instructor who 1) has successfully completed all instructor training requirements for a specific job requirement, demonstrating mastery of the knowledge, skills, instructional techniques, and abilities required, and 2) has been approved by the FAA to perform ATC instructor duties for the job requirement.

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Certified Professional Controller (CPC): An air traffic controller who has obtained the highest

non-supervisory grade level and who is certified on all positions of operations within an area of operation or facility to which assigned.

Civil Aeromedical Institute (CAMI): An institute located at the Mike Monroney Aeronautical Center in Oklahoma City, Oklahoma. CAMI provides research and maintains various aviation records, statistics, and certificates. CAMI also maintains the Air Traffic Training Tracking System, which contains data on air traffic control field training.

Class: A group of students enrolled in the same course who are scheduled to report at a particular time to a particular instructor at a particular place.

Contractor Site Supervisor (CSS): A Contractor management employee assigned to and resident at each facility. The CSS is responsible for the oversight and management of all Contractor personnel and contract work performed at that facility and its respective satellite facilities. CSS responsibilities also include ensuring Contractor compliance with all facets of the contract pertaining to those assigned facilities. The CSS shall be considered a working supervisor.

Cooperative Education Program: A work/study program, which provides students with training and work experiences in conjunction with related study at a university or college preparing them for entry into developmental training.

Computer Based Instruction (CBI): An instructional delivery method using interactive computer technology.

Contracting Officer: A Government official warranted with the authority to enter into, administer, or terminate contracts and make related determinations and findings.

Contracting Officer's Technical Representative: A Government agent who provides technical assistance to the Contracting Officer in the administration of training contracts. The authorized Contracting Officer's Technical Representative is normally delegated the authority to represent the Contracting Officer in the daily administration of the contract(s).

Counseling: Conversational interaction between two persons for the purpose of academic guidance, problem solving, and/or referral.

Course: Organized subject matter in which instruction is offered within a given time frame and for which credit is given for successful completion.

Course Design Guide (CDG): Prepared as an initial step in course development, the Course Design Guide establishes training objectives, lists specific skills/knowledge the student must acquire, specifies the methodology/media to be employed, states achievement measures and establishes time parameters for the achievement of training objectives.

Course Materials: Materials used by instructors and/or students to revise/update/develop or conduct a course of instruction. Examples include items such as lesson plans, handouts, and

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viewgraph slides.

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Developmental: An ATCS, in any option, who is engaged in air traffic training courses described in the appropriate instructional program guide.

Dynamic Simulation (DYSIM): A simulator used for simulating radar scenarios at air route traffic control centers.

En Route: See Air Route Traffic Control Center.

Enhanced Target Generator (ETG): A simulator used for simulating radar scenarios at certain terminal air traffic control facilities.

Federal Aviation Administration (FAA): A component agency of U.S. Department of Transportation.

Facility: A building/location where contract Air Traffic Instructional Services are provided. A Facility may support additional Satellite Facilities with limited contract training services.

Facility Manager: See Air Traffic Manager.

Facility Technical Liaison Officer (FTLO): An FAA management employee, usually a Support Manager, who acts as the Contracting Officer's Technical Representative's facility representative for the purposes of contract administration.

Initial Transition Plan: The Plan describing the transition process for the period following contract award. This Initial Transition Plan corresponds with the Initial Transition Period and there is no requirement for a Final Transition Plan.

Instruction: The providing of situations, conditions, or activities which are designed to facilitate the learning of knowledge, skills, and abilities required to perform a specified job requirement.

Instructional Objective: A specification of performance which is part of a training outcome. It specifies precisely the behavior to be expected, the conditions under which behavior will be accomplished, and the minimum acceptable level of performance.

Instructional Program Guide (IPG): A publication that provides guidance in administering the National Air Traffic Training Program for a specific air traffic option. It outlines mandatory training objectives and evaluation criteria for measuring the objectives. The IPG assures standardized training programs and derives its authority from FAA Order 3120.4, Air Traffic Training.

Instructional Systems Design (ISD): Development, revision, and presentation of knowledge which emphasizes an assurance that the student will be able to use the acquired knowledge, skills, and abilities gained in training to perform specific job requirements.

Instructional Systems Design Specialist: A person knowledgeable and skilled in the development of instructional systems utilizing the ISD process, and possesses certain educational credentials relative to ISD.

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Instructor: An individual whose primary responsibility is to teach and/or evaluate learning in a formal environment.

Laboratory: A learning environment that simulates the actual job environment.

Laboratory Problem: An educational medium used to instruct or evaluate a student's ability to perform specific job requirements.

Lead Instructor: An instructor assigned to a class of students who, in addition to conducting classroom instruction, is responsible for scheduling class sessions and for administrative functions such as ensuring that routine student debriefings occur between student and instructor. Lead instructors are also responsible for distribution of required training materials and student conduct.

Lesson: A period of instruction devoted to a specific topic, skill, or idea.

National Airspace System (NAS): The persons, organizations, facilities, and equipment related to the safe and efficient utilization and management of navigable airspace.

Notice of Training Requirement (NTR): The written vehicle by which the Government tasks the Contractor at each specified facility to perform task assignments as delineated in SOW Section 8.0. (See Appendix 4)

Performance Review: A performance review administered to Contractor instructors who teach laboratory phases of ATC training. The review is performed while the instructor is working an actual laboratory problem. The purpose of the review is for the instructor to demonstrate, through practical application, satisfactory control judgment, phraseology, and ATC procedures.

Proficiency Training: Various types of classroom and/or simulation training conducted to maintain and update the knowledge and skills necessary to apply air traffic control procedures.

Qualification Training: Training conducted for the purpose of developing the knowledge and skills required to prepare ATCS for on-the-job training leading to full certification on positions of operation within an air traffic control facility.

Quality Control: Actions taken by the Contractor to ensure compliance with the provisions of this SOW.

Quality Control Plan: A written document submitted by the Contractor and reviewed and approved by the Government which delineates the Contractor's proposed methodology for ensuring full and satisfactory compliance with all requirements within this contract.

Quota: A predetermined number of available admissions for individuals to enroll in certain FAA courses. For the purposes of this SOW, quota refers to the availability of class enrollment for courses taught at the FAA Academy in Oklahoma City, Oklahoma.

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Regional Point of Contact (RPOC): An individual within each FAA region responsible for assisting facilities within that region in resolving technical training problems, correcting training performance deficiencies, and completing contract training evaluations and follow-ups. Also coordinates with the authorized Contracting Officer's Technical Representative when assistance or direction is needed in administering the training contract(s) (i.e. instructor performance deficiencies, unsatisfactory performance by the Contractor, unusual circumstances, etc.).

Remote/Pilot Operator (RPO): An individual responsible for generating the computer input to administer DYSIM/ETG scenarios. RPOs may also act as pilots and/or controllers at other air traffic control facilities and as adjacent controllers during the administration of DYSIM/ETG scenarios. While the latter function is normally performed by other students in the class or instructor personnel, it may be performed by Contractor RPOs with prior approval of the authorized Contracting Officer's Technical Representative. If Contractor RPOs are utilized, they must be certified as specified in SOW paragraph 4.10.3.

Satellite Facility: For the purposes of this contract, a Satellite Facility is a location where limited contract training services are provided under the oversight of a Facility.

Standard Shift: A prescribed period of work, normally eight and one-half hours per workday, during timeframes such as 8:00am to 4:30pm or 7:00am to 3:30pm, as determined by each FAA region for facilities within that region.

Statement of Work (SOW): A document which describes the essential and technical requirements for items, materials, tasks or services, including the standards used to determine whether the requirements have been met.

Student/Developmental: A person formally engaged in learning.

Terminal Radar Approach Control Facility (TRACON): An FAA facility established to provide air traffic control service in the vicinity of an airport. A TRACON usually involves a radar approach control and one or more airport traffic control towers. The methods used for training at these facilities are outlined in the Terminal IPG. For further definition, see Airport Traffic Control Tower.

Training Development Plan (TDP): The overall work plan for new course development or substantial revisions to existing courses.

Training Materials: Course materials, equipment, and supplies used in the conduct, practice, and evaluation of training.

Training Outcome: The total combination of skills and knowledge that the learner must acquire to perform a job assignment, usually derived by converting a requirement into measurable performance objectives.

Training Phase: A prescribed course of instruction, also referred to as a "block", contained within an Instruction Program Guide with stated course objectives, established timeframes to

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completion, established location of instruction and a prescribed type of instruction (i.e. classroom, laboratory etc.).

Transition/ Initial Transition Period: The period following contract award when the Contractor will recruit and train instructors and all support staff. The end of the initial transition period is when all instructors and support staff have been recruited, certified where applicable, and the Contractor has fully assumed the requirements listed in this SOW. The transition process is identified in the Contractor's initial transition plan, which details the steps involved in the Contractor fully assuming the work identified in this SOW.

Transitional Implementation Plan (TIP): A plan provided by the Contractor to the Contracting Officer and authorized Contracting Officer's Technical Representative which outlines how the Contractor proposes to either; (1) phase into the assumption of some or all training functions within a FAA facility, in which training is currently accomplished by either Government or incumbent Contractor personnel, or (2) phase out of any or all training functions within a FAA facility in preparation for either Government personnel, or a new Contractor, to assume some or all training functions.

3.0 APPLICABLE ORDERS, DIRECTIVES, AND GOVERNMENT POLICY

Contractor personnel shall adhere to all policies and procedures established by the Government. Such policies and procedures include, but are not limited to those contained in the most current version of the documents listed below. Some of the listed documents may be viewed or downloaded from the following websites: <http://isweb.tasc.dot.gov/> and <http://www.ama500.jcchi.gov/>.

FAA ORDER 1500.14	TRAVEL MANUAL
FAA ORDER 1600.1	FAA PERSONNEL SECURITY PROGRAM
FAA ORDER 1600.72	CONTRACTOR AND INDUSTRIAL SECURITY PROGRAM
FAA ORDER 3000.22	TRAINING
FAA ORDER 3120.4	AIR TRAFFIC TRAINING
FAA ORDER 3120.22	NATIONAL AIR TRAFFIC TRAINING TRACKING SYSTEM
FAA ORDER 3120.25	AIR TRAFFIC CONTRACT TRAINING ADMINISTRATION DELETED
FAA ORDER 7110.65	AIR TRAFFIC CONTROL
FAA ORDER 7210.3	FACILITY OPERATION/ADMINISTRATION
FAA ORDER 7210.56	AIR TRAFFIC QUALITY ASSURANCE
FAA ORDER 7230.16	PILOT EDUCATION PROGRAM; OPERATION RAINCHECK
FAA-STD-028	DOT/FAA STANDARD CONTRACTOR DEVELOPED TRAINING MATERIALS

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FAA FORM 3120-1	TRAINING AND PROFICIENCY RECORD
FAA FORM 3120-25	OJT INSTRUCTION/EVALUATION REPORT
DD FORM 254	CONTRACT SECURITY CLASSIFICATION SPECIFICATION
Appendix 4, FAA Order 3120.4	EN ROUTE INSTRUCTIONAL PROGRAM GUIDE
Appendix 4, FAA Order 3120.4	TERMINAL INSTRUCTIONAL PROGRAM GUIDE
Appendix 6, FAA Order 3120.4	TERMINAL INSTRUCTIONAL PROGRAM GUIDE

4.0 REQUIREMENTS

4.1 Background

The FAA requires a continuation of training and training support services to achieve and maintain the required number of Certified Professional Controllers (CPC). Training is also required to support the implementation and operational use of certain Capital Investment Plan (CIP) programs, simulation programs, and any prototype systems being evaluated by the FAA. Training in these areas will extend to area managers, area supervisors, and staff specialists as well as CPC and developmental controllers.

4.2 Instructional Services - General

The Contractor shall supply all managerial, supervisory, instructional, and administrative personnel required to perform the work specifically defined in this SOW. The Contractor shall provide classroom training, simulation training, and perform other related requirements primarily for air traffic controllers and trainees (developmentals) at air traffic control facilities nationwide. Facility and satellite facility locations are delineated in SOW Appendix 1. Contractor instructional and supervisory personnel shall assist and augment a cadre of FAA instructors and other personnel, if any, at each facility.

The Contractor shall administer, manage, and perform the efforts described in this SOW. Except as otherwise stated in this SOW, the contract shall be performed using facilities, equipment, and materials provided or arranged for by the Government. Physical facilities may be at selected FAA field sites or other facilities arranged by the Government. All learning activity, course development, course maintenance and revision, instruction and support work required by the FAA will be performed by Contractor personnel, as prescribed in individual Notice of Training Requirements (NTR), issued by the FAA.

Contractor personnel performing instructional services will be members of curriculum teams.

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They, along with members of the resident FAA staff, should expect to carry out their assignments in a collaborative work environment.

4.3 Quality Control

The Contractor shall prepare, implement, and maintain a Quality Control Plan to ensure compliance with all requirements of this SOW during the life of the contract. The Quality Control Plan shall be designed to ensure the overall and continued quality of Contractor performance and shall specifically address: how the Contractor proposes to establish and maintain full compliance with all requirements of this contract; how the Contractor plans to ensure that optimal numbers of resources will be applied to this effort, without wasting valuable resources; and how billable hours of all labor categories will be generated, validated, and certified by the Contractor to ensure that valid invoices are submitted for payment. In addition, the Quality Control Plan shall provide a detailed quality performance methodology applicable to the specific requirements to be performed, to include how the highest quality of services will be furnished; how the plan was developed; how it will be implemented; and how it will be maintained over the life of the contract. A final copy of the Contractor's quality control plan shall be furnished to the Contracting Officer within 60 calendar days after contract award.

4.4 Reserved

4.5 Contractor Personnel

4.5.1 Administrative, Managerial and Supervisory

The Contractor shall furnish all administrative, managerial, and supervisory personnel necessary to effectively perform the contract. These personnel shall provide the core of knowledge for the Contractor to ensure uninterrupted performance at the required quality levels of the SOW.

4.5.2 Security And Suitability Determinations

The Contracting Officer may require a security and/or suitability investigation of Contractor personnel at any time under this contract. When notified of this requirement, the Contractor shall ensure that each Contractor employee completes the required security forms furnished by the Contracting Officer or authorized Contracting Officer's Technical Representative.

4.5.3 Appearance

Contractor personnel shall present a neat professional appearance. Each employee shall wear an

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identification badge that shall include the employee's last name, and the name of the Contractor. The FAA will provide badges at no cost to the Contractor.

4.5.4 Personnel Qualifications

Specific qualifications for Contractor personnel are defined in SOW Section 8.0. Exceptions to Qualifications may be found at Section C.4.5.6.1.

4.5.5 Reserved

4.5.6 Qualifications Review

Prior to and throughout full performance of this SOW, the Contractor shall present qualification credentials and resumes to the FAA as detailed below. The FAA shall have final approval authority for acceptance of all Contractor-nominated personnel for all labor categories. The FAA final approval authority for acceptance reserves the right to waive qualification requirements in accordance with paragraph 4.5.6.1, Exceptions to Qualifications.

Contractor Labor Category	FAA Reviewer(s) Qualifications and Resumes	FAA Final Approval Authority for Acceptance
Contract Director	CO and COTR	CO
Contract Administrative Assistant	CO and COTR	CO
Contractor Site Supervisor	CO, COTR, and FTLO	CO
Administrative Assistant	COTR and FTLO	COTR
Instructor	COTR and FTLO	COTR
Remote Pilot Operator	COTR and FTLO	COTR
Computer Based Instruction Administrator	COTR and FTLO	COTR

4.5.6.1 Exceptions to Qualifications

Prior to and following contract award, the FAA final approval authority for acceptance may consider acceptance of Contractor-nominated personnel who do not meet the labor category minimum qualification criteria, but who have outstanding skills and experience relative to the proposed labor category. Following award, the Contractor must submit a written request for exception to qualifications to the appropriate approval authority. Each request for exception to

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qualifications shall be considered on a case-by-case basis. The appropriate approval authority will provide written acceptance or rejection of the request to the Contractor within fifteen (15) calendar days.

4.5.6.2 Right of Rejection

The FAA final approval authority for acceptance retains the right to screen the qualifications of all prospective Contractor employee applicants and deny approval to those deemed unsuitable. The appropriate approval authority will provide written comments, if any, within ten (10) calendar days of receipt of qualifications. The Contractor may proceed with the hiring process in the absence of a response from the FAA after fifteen (15) calendar days.

4.5.7 Instructor Recruitment

The Contractor shall develop and maintain an acceptable instructor recruitment plan. Thereafter, if at any time the instructor work force is not consistent with the instructor recruitment plan, the Contractor shall advise the Contracting Officer and shall take appropriate remedial action.

4.5.7.1 Recruitment Restrictions

The Contractor is restricted from recruiting any instructor who has not previously worked as a Certified Professional Controller. The Contractor must recruit instructors from the best-qualified candidates who are currently certified as instructors or who are capable of being certified as instructors.

4.5.8 Contractor Employment Records

The Contractor shall maintain employment files for all Contractor employees at each facility. Employment files shall include, but are not limited to: background information and related experience, dates of initial certification and all instructor training, and data and results of the most recent proficiency demonstration.

4.5.9 FAA Orientation

The Contractor shall be responsible for developing and ensuring that all instructors and key support and management personnel receive an orientation to the FAA. The orientation shall include the mission, goals, objectives, policies, and principal programs of the FAA as well as the organizational structure and culture of the agency. The intent of this requirement is to assure:

- a. a knowledge and attitude which will contribute to successful instructional interaction

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with a diverse student population, and,

b. recognition that actions of all personnel at the FAA must be consistent with the goals of the FAA.

This orientation shall be completed for all instructors and key support and management personnel within thirty (30) days of reporting for duty. The proposed program shall be approved by the FAA and shall be maintained for currency. Reference materials are available in the FAA library.

4.6 Contractor Performance

The Contractor shall be responsible for providing the appropriate number of fully qualified managerial, supervisory, instructor, and administrative support personnel necessary to ensure the satisfactory completion of all requirements contained within this SOW. Required qualification and experience levels for Contractor personnel are delineated in SOW paragraph 8.0.

4.6.1 Contractor Task Performance

The Contractor shall provide the necessary qualified personnel to conduct the tasks defined in the SOW paragraph 8.0.

4.6.2 Contractor Personnel Qualifications

The Contractor shall train and maintain qualified personnel to conduct and administer all requirements delineated in this SOW.

4.7 Contractor Personnel Security Program

Contractor personnel shall adhere to all policies and procedures established by the Government which apply to Contractor employees, as prescribed in FAA Personnel Security Program, FAA Order 1600.1D.

4.8 Contractor Personnel Supervision

The Contractor shall designate sufficient supervisory personnel to satisfactorily meet task outcomes. Contractor Site Supervisors will provide day-to-day supervision of Contractor personnel performing tasks including, but not limited to, work assignments, work monitoring, course management, payroll records, leave, etc. FAA personnel will not supervise Contractor personnel. The FAA will provide technical, program, and policy guidance through the authorized Contracting Officer's Technical Representative, and his/her staff.

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4.9 Contractor Performance Evaluations

4.9.1 Annual Performance Evaluation

Each FTLO, within thirty-(30) calendar days of completion of each contract year, will provide an independent annual evaluation of the Contractor's performance during the previous twelve months. The original evaluation shall be forwarded to the Contracting Officer via the ATM of the site, the RPOC, and the authorized Contracting Officer's Technical Representative. One copy of the evaluation shall be retained by the FTLO at each facility. One copy of the evaluation shall be forwarded to the Contract Director via the CSS. This evaluation shall contain as a minimum the following data as prescribed in FAA Order 3120.25 - Air Traffic Contract Training Administration:

1. A summary of Contractor performance based on semi-annual classroom and laboratory evaluations for the past contract year.
2. A concise statement of the Contractor's overall conformance or nonconformance with the terms of the contract for the past contract year. The statement shall include backup data as appropriate to support a claim of nonconformance.
3. A concise statement of the Contractor's ability to meet the training needs as delineated by Notice of Training Requirements (NTR) during the past contract year.
4. A summary of student evaluations, critiques, and personnel feedback. Where adverse comments are made, and substantiated, the action taken or proposed will be stated.

4.9.1.1 Corrective Action Plan

Where adverse comments or deficiencies have been identified, the Contractor shall, within 10 calendar days, submit to the FTLO a written plan which will address the corrective actions to be taken to resolve all outstanding deficiencies expressed in the performance evaluation. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the Contractor will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

4.9.2 Periodic Performance Evaluations

The FAA shall conduct periodic evaluations of Contractor performance in classroom and laboratory environments. These evaluations may be conducted without advance notice. At a minimum, semi-annual evaluations will be conducted for each instructor involved in classroom instruction. In addition, instructors who teach laboratory phases of training will receive a minimum of one performance review per year for each type of laboratory phase taught. The evaluations may be conducted without advance notice.

The purpose of the semi-annual classroom evaluation is to evaluate each instructor's teaching quality and effectiveness. Instructors who teach in both classroom and laboratory environments shall receive one of the evaluations in classroom instruction and the other evaluation in

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laboratory instruction.

The purpose of the performance review is for the laboratory instructor to demonstrate, during an actual laboratory scenario, satisfactory control judgment, phraseology, and proper air traffic control procedures. Reviews will last no more than one hour. For radar associate phases, the review may be performed while the instructor is operating the radar position during a non-graded exercise.

Evaluations will be conducted by the FTLO or an FAA representative designated by the FTLO. The evaluator will utilize FAA Form 3120-27, Contract Instructor Review/Laboratory Instruction and FAA Form 3120-28, Contract Instructor Review/Classroom Instruction, as criteria for evaluating and recording instructor performance during the semi-annual classroom evaluations. FAA Form 3120-25, OJT Instruction/Evaluation Report, shall be used as a guideline and documentation for the performance reviews.

FAA Forms 3120-27 and 3120-28 are found in FAA Order 3120.25, Air Traffic Contract Training Administration.

The FAA will make these periodic evaluations available to the CSS within ten (10) calendar days after FAA review.

4.9.2.1 Corrective Action Plan

The Contractor shall, within ten (10) calendar days of receipt of the periodic performance evaluations, submit to the FTLO a plan outlining the method the Contractor will use to correct any outstanding concerns expressed in the evaluations. If the Contractor's Corrective Action Plan is considered unacceptable by the FAA, the CSS will receive a written notification from the FAA within thirty (30) calendar days. If no written response is issued by the FAA within that period, the Corrective Action Plan is considered acceptable.

4.9.3 FAA Periodic Full Facility Evaluations

In addition, the FAA will periodically conduct full-facility evaluations at FAA facilities. Normally, full facility evaluations are scheduled every two years, with annual follow-up evaluations. All aspects of the facility will be evaluated, including training. The Contractor shall provide any student and instructor information, such as instructor certification forms, to FAA evaluators when requested, unless otherwise prohibited by law.

4.9.4 Contractor Initiated Instructor Performance Evaluations

All Contractor initiated instructor evaluations shall also be made available to the FAA upon request.

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4.9.5 Contractor Performance Deficiencies

The FTLO shall notify the Contractor, in writing, of any Contractor employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer, or authorized Contracting Officer's Technical Representative, that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all

security and personnel suitability requirements and full adherence to those performance standards found in FAA Forms 3120-27 and 3120-28, contained in FAA Order 3120.25, Air Traffic Contract Training Administration.

4.10 Instructor Training Certification

All classroom instructors, laboratory instructors and RPOs, involved in qualification training shall be certified using the criteria outlined in subsequent paragraphs with certification completed within 60 calendar days of reporting for duty. If qualification training is anticipated to extend beyond 60 days after reporting for duty, a written waiver must be requested from the COTR.

4.10.1 Classroom Instructor Certification Process

Classroom instructor trainees shall be required to observe certified instructors in one full class in order to be eligible for certification, unless a written waiver is granted by the FTLO. Additionally, at least three lesson plans shall be taught by the instructor trainee with a certified instructor observing. The CSS shall notify the FTLO when an instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for at least one hour to formally certify the instructor. Performance shall be documented and the CSS notified of the results. If certified, the instructor may now teach any classroom phase without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

4.10.2 Laboratory Instructor Certification Process

Laboratory instructor trainees shall complete a sector rating test for each sector the instructor trainee will ultimately teach. Each test will be graded by the FTLO or FAA designee and must

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be passed with a score of at least 70%. The intent is to test the instructor trainee on information pertinent to sectors they will teach. Upon completion of the sector rating tests, the instructor trainee must complete a minimum of five familiarization simulation problems on each control sector they will teach. The total number of problems shall not exceed 20 per sector. The last simulation problem shall be no greater than 80% complexity and shall be evaluated by the FTLO or FAA designee. Additionally, the instructor trainee shall observe a certified instructor in the laboratory for one full class, unless a written waiver is granted by the FTLO. During this class the instructor trainee will administer at least five of the non-graded simulation problems with a certified instructor observing. The CSS shall notify the FTLO when the instructor trainee is ready for certification. The FTLO or FAA designee shall observe the instructor trainee for a minimum of one hour to formally certify the instructor. If certified, the instructor may now teach in the laboratory without the presence of another previously certified instructor. If the FTLO or FAA designee finds the instructor trainee to be deficient and unable to be certified, the Contracting Officer or authorized Contracting Officer's Technical Representative will issue a determination that the unsuccessful instructor trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract. Instructor trainees must be certified in each of the laboratories in which they will teach, i.e., non-radar, radar associate, and radar laboratories.

4.10.3 Remote Pilot Operator (RPO) Certification Process

Unless certified as an RPO at time of contract award, each new RPO shall complete area map study, letters of agreement, and strip marking exercises for each area of operation they will work. The RPO shall observe a certified RPO or an FAA employee performing RPO duties on a minimum of five simulated problems. The RPO trainee will receive on-the-job training (OJT) on at least five but no more than 20 additional problems. The CSS shall notify the FTLO when the RPO trainee is ready for certification. The FTLO or FAA designee shall observe the RPO trainee on one simulated problem of 80% complexity. Performance shall be documented and the CSS notified. If certified, the RPO may now operate the RPO position without a previously certified RPO being present. If the FTLO, or FAA designee, finds the RPO trainee deficient and unable to be certified, the Contracting Officer will issue a determination that the unsuccessful RPO trainee is unsuitable for continuation in the trainee's present job classification and shall be precluded from working in that job classification under this contract.

4.11 Instructional Approach

The Contractor shall use adult learning techniques for analysis, design, development, and implementation of training programs. This concept of training consists of the development and presentation of knowledge and skills in modes which emphasize that participants will be able to use the knowledge, skills, and abilities gained at the FAA on the job. The specific training outcomes and instructional objectives must closely reflect tasks and skills important to job performance.

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4.11.1 Instructional Systems Design (ISD)

The Contractor shall use the Instructional Systems Design (ISD) approach for the presentation, development, and revision of all training materials as outlined in applicable FAA Orders, such as 3000.22, Training. This requirement applies to all training delivery systems (e.g. written text, computer-based instruction, and video). The FTLO shall be the final approving authority for all local instructional materials developed or revised and such materials must be approved prior to use or incorporation into training or other programs.

4.12 Transition To New Training Materials And Delivery Systems

Due to the dynamic nature of the FAA training environment, the Contractor shall be required to transition to new training materials and delivery systems as they are implemented. Depending upon the nature of any new delivery system (such as laboratory equipment and ATC procedures), Contractor employees may be trained by FAA or non-FAA sources in full, or a cadre of Contractor employees may be trained to then train other Contractor or FAA employees as appropriate. The FAA shall notify the Contractor of any new training materials, delivery systems, and implementation schedules where the information has been deemed reliable.

4.13 Seminars and Workshops

As directed by the Contracting Officer or authorized Contracting Officer's Technical Representative, the Contractor shall develop and present or facilitate seminars, workshops and conferences to help foster efficiencies and improvements in individual and team performance.

4.14 Student Progress

Any student whose progress does not meet established FAA academic or behavioral standards shall be reported to the FAA for appropriate processing.

4.15 Student Performance

The Contractor shall measure student performance in accordance with the requirements stated in the applicable Instructional Program Guide. Any deviation from the minimum acceptable level of performance shall be reported to the FTLO for further processing.

4.15.1 Authorization To Repeat Training

The Contractor shall not authorize a student to repeat any type of training. Student requests to repeat any type of training must be directed to the FTLO for written approval.

4.15.2 Student Progress Feedback

The Contractor shall, at the end of each laboratory phase of training, send a progress report on

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each developmental to the FTLO describing the developmental's performance and identifying any potential problem areas. In addition, the Contractor shall report any developmental whose progress does not meet established FAA standards, as per the applicable IPG, to the FTLO. The Contractor shall prepare written documentation for the FTLO detailing the developmental's performance deficiencies. Contract instructors shall conduct routine individual student debriefing sessions for the purpose of identifying areas needing improvement and suggested methods for improvement. Formal developmental counseling shall be provided by FAA personnel as described in FAA Order 3120.4 Air Traffic Training.

4.15.3 Nonacademic Counseling

The Contractor shall refer students requesting sick/annual leave or students reporting problems in nonacademic areas such as Equal Employment Opportunity (EEO) and personal problems, to the FTLO.

4.15.4 Evaluations By Students

Utilizing a standardized student critique form, to be provided by the Government at contract award, the Contractor shall obtain input from participants in each training program. The responses from the participants shall be solicited by Contractor personnel, submitted directly to the FTLO for review, and then forwarded to the Contractor for further evaluation and/or corrective action as deemed appropriate by the FTLO. Critiques will be used in evaluating the quality of instruction provided, identifying problem areas, and assisting in measuring the relationship between the completed course instruction and subsequent training and/or actual job performance.

4.16 Scheduling Of Government Provided Training For Contractor Employees

The Contractor shall notify the authorized Contracting Officer's Technical Representative on an annual basis of those Contractor personnel in need of any Government provided training courses to ensure Contractor compliance with this SOW. Contractor training requirements shall include the anticipated number of persons requiring each particular course during the upcoming fiscal year and shall be provided to the authorized Contracting Officer's Technical Representative by April 1 for each fiscal year cycle beginning October 1. Requirements shall be updated quarterly, as necessary. The Contractor shall also indicate any adverse impact on contract performance arising from the unavailability of requested Government training courses.

4.16.1 Training Quotas For Contractor Staff

The Contractor shall request Government training in accordance with SOW paragraph 4.16, and the Government shall ensure sufficient quotas in FAA Academy-conducted training courses required by this SOW are available to meet the requirements of Contractor personnel whose requests have been properly submitted. Training requirements for Contractor staff in excess of those submitted under SOW paragraph 4.16 shall be accommodated based on class availability.

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4.16.2 Recertification Required Due To Extended Absence

The Contractor shall not bill as a direct charge to the contract any costs incurred for recertification of instructors due to extended absence through no fault of the Government, unless approved in advance by the Contracting Officer or authorized Contracting Officer's Technical Representative. The FTLO will determine what constitutes extended absence and if recertification of instructors is necessary on a case by case basis.

4.17 Program Revisions

4.17.1 Training Programs

During performance of the contract, the Contractor shall revise training programs as necessary to adjust for changes in FAA policies and procedures as well as from data developed from course evaluations. Required revisions shall be determined by the FAA. The time schedule and manner of implementation for revisions shall be determined by the FAA.

4.17.2 Right To Revise Workload

The FAA reserves the right to modify the amount of training to be provided in each of the specified training courses and study programs.

4.18 Contractor Performance Travel

The Contractor shall provide all funds required for Contractor personnel travel required for staff development and training. The Government will pay for all approved travel required to conduct FAA scheduled training, workshops, coordination meetings and conferences, and other FAA directed travel. The Contractor shall make all travel arrangements required for Contractor personnel travel. All travel of Contractor personnel shall be in accordance with Government travel regulations.

4.19 Transition Periods

4.19.1 Initial Transition Period

It is critical to the FAA to receive uninterrupted Air Traffic Instructional Services as defined by this SOW. Consequently, it is imperative that transition to performance under this SOW be accomplished in a well-planned, orderly, and efficient manner.

For purposes of this SOW, the initial transition period shall be defined as the period between contract award to total performance of all requirements, in this case no more than sixty (60) calendar days. The Government's transition requirements to provide for the orderly assumption of duties by Contractor personnel are listed below. The transition period is the time between

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contract award and the Contractor's ability to fully perform all requirements under this contract, but no later than 60 calendar days after contract award. All dates for the transition period schedule shown below are calendar days commencing the first Monday after contract award.

Transition Period Schedule

EVENT	LOCATION	CALENDAR DAYS
Initial Orientation for Contract Director and Contract Administrative Assistant	Oklahoma City, OK	NLT Day 7
Meetings to Evaluate Transition Activities	Oklahoma City, OK	NLT Day 15
Submit Resumes of Key Personnel and Instructors	Oklahoma City	NLT Day 30
Operational Orientation and Training for Contract Supervisory Personnel	Affected Facilities	NLT Day 60
Operational Orientation and Training for Contract Non-Supervisory Personnel	Affected Facilities	NLT Day 60
Commencement of Instructional Services Begins – Transition Completed	Affected Facilities	NLT Day 60
Review of Contractor Performance for All Contract Requirements	Oklahoma City, OK	NLT Day 75

The Contractor shall execute the phase-in transition period in accordance with the schedule shown above, unless otherwise approved by the Contracting Officer. The Government will provide a transition team, headed by the authorized Contracting Officer's Technical Representative, to provide technical and administrative orientation to Contractor personnel, familiarize Contractor personnel with required services, and provide other guidance and assistance which is mutually identified by the Government and the Contractor.

The Initial Transition Plan shall cover a 75 calendar day period commencing from the first Monday following contract award. During this period, the previous contract and this contract will overlap. The transition period for a given function will end when the newly selected

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Contractor assumes full responsibility and accountability for performance of the specific functions from the incumbent Contractor. During this transition period, the Contract Director employed by the newly selected Contractor shall identify the requirements of each designated position from the incumbent Contractor personnel, including: daily routine, data requirements, reporting requirements, project history pertaining to the function, and other key information required to meet the overall requirements of the positions. Transition of responsibility and accountability shall be accomplished at all levels of the work force, beginning with the lowest levels and finishing with the highest.

4.19.2 Transition Period For Additional Facilities

The Contractor shall also be required to submit, upon written request by the authorized Contracting Officer's Technical Representative, a Transitional Implementation Plan (TIP) for conducting training and training related services at each additional facility or satellite facility which the Government is authorized and may elect to add to this effort as per SOW paragraph 8.1.2.3. The Contractor shall be given at least 15 calendar days to produce the TIP. Although the FAA may be considering contract training at one or more additional facilities or satellite facilities, the TIP will be subject to the approval of the Contracting Officer, and is in no way to be considered approval to commence planning and/or training at any additional facility or satellite facility. The TIP shall address the following:

1. Establishment of an orderly and effective process for transitioning the required services,
2. The acquisition, orientation, and assignment of qualified personnel to the contract in a timely manner, and
3. The assumption of the responsibility for providing instructional training services without deterioration of any training services currently provided to the facility or satellite facility.
4. The specific date by which the Contractor anticipates assuming the requirements in SOW Section 8.0, in full, at the additional facility or satellite facility.

If the FAA elects to commence contract training at additional facilities or satellite facilities, the approved TIP for each additional location will be incorporated as part of this contract.

4.20 Phase-Out Activities

At the conclusion of any performance period, including option periods or extensions, the services provided under this SOW may be awarded to another Contractor. The Contractor in place shall be required to assist in the phase-in activities required for any subsequent Contractor.

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4.21 Input And Suggestions

Contractor personnel will be involved in many aspects of ATC training on a daily basis. For this reason, the Contractor shall keep the FTLO advised of any perceived deficiencies which would have a negative impact on the facility or national training program. The FAA also encourages any and all suggestions intended to improve the quality of training; input concerning proposed airspace, procedural, and equipment changes; and the perceived impact of new procedures or new equipment on existing training programs. While such input is most welcome, the Contractor shall not charge the Government to develop proposals, or any other training materials designed to address these perceived problems, unless specifically requested by the Contracting Officer, authorized Contracting Officer's Technical Representative, or FTLO, and such work is clearly within the scope of this SOW.

4.22 Observance of Legal Holidays and Administrative Leave

Contractor personnel shall not be required to work on holidays, unless directed by the FTLO and agreed upon at a national level by the authorized Contracting Officer's Technical Representative. The following is a list of U.S. Federal holidays:

- a. New Year's Day, January 1
- b. Martin Luther King's birthday, the third Monday in January
- c. President's Day, the third Monday in February
- d. Memorial Day, the last Monday in May
- e. Independence Day, July 4
- f. Labor Day, the first Monday in September
- g. Columbus Day, the second Monday in October
- h. Veteran's Day, November 11
- i. Thanksgiving Day, the fourth Thursday in November
- j. Christmas Day, December 25
- k. Any other day designated by Federal statute, executive order, or Presidential proclamation.

Adverse weather conditions or national emergencies may require the facility to reduce its personnel requirements to only those who are operationally necessary. Normally, training personnel will not fall into this category and the FAA will not pay the Contractor compensation for such days of reduced staffing.

In the event a national emergency requires Contractor assistance on national holidays,

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notification will be made by the authorized Contracting Officer's Technical Representative.

5.0 GOVERNMENT-FURNISHED FACILITIES, EQUIPMENT, SUPPLIES AND SERVICES

5.1 Government Site

The Government shall provide space and furnishings, utilities, and telephone service to carry out contract performance on-site at Government facilities.

The Government shall provide all classrooms, equipment, furnishings and supplies necessary for the Contractor to conduct classes in residence at the FAA. The Contractor will establish and enforce procedures which will safeguard and prevent unofficial or unauthorized use of all Government-furnished property within its control. Procedures established shall comply with existing agency security regulations.

5.1.1 Course Supplies

The Government shall provide all supplies necessary for the performance of this contract, including paper, pencils, pens, marking pens, binders for class materials, videotapes, and other items considered as reasonably necessary.

5.2 Contractor Site

The Government shall not provide space and furnishings, utilities, telephone service, or any other supplies for the Contractor's off-site project management office.

6.0 REPORTS

6.1 Monthly Progress and Cost Report

The Contractor shall submit to both the Contracting Officer and authorized Contracting Officer's Technical Representative (one copy each) a combined monthly progress and cost report with each invoice submitted for payment. The Contractor will be required to establish a management information and reporting system that accurately generates all required data and enables the Government to track contract progress and cost performance.

The report is due by the 20th of the month following the completion of a calendar month (i.e., the report for the month of January is due NLT February 20). The report shall include the following information regarding the task requirements detailed in SOW Section 8.0:

- a. A monthly compilation of labor hours and dollars, expended by labor category within each task requirement, at each facility site,

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- b. A contract wide compilation of all hours and dollars expended for the month by labor category within each task requirement,
- c. A cumulative year to date compilation of labor hours and dollars, expended by labor category within each task requirement, at each facility site,
- d. A cumulative year to date contract wide compilation of all hours and dollars expended by labor category within each task requirement,
- e. Monthly and cumulative to date totals of actual expenditures for travel, equipment, supplies and purchases and;
- f. Any anticipated or actual problems encountered in performing the work.
- g. Monthly status information update for each facility, which includes the total number of developmentals, the number of new developmental inputs to date; the distribution of developmentals in each phase of training; and developmental withdrawals and failures.

6.2 Quality Control Plan

The Contractor shall also be required to submit one copy of a final Quality Control Plan to the Contracting Officer within 60 calendar days after contract award. This final plan shall include all changes, if any, required from the review of the initial plan during the proposal evaluation phase. Upon acceptance of the final Quality Control Plan by the Contracting Officer, no further changes shall be made to this plan by the Contractor without the prior written approval of the Contracting Officer. The Contractor shall be required to review the Quality Control Plan on an annual basis and update the Plan as necessary. The CO and the COTR shall be notified of this review and any Quality Control Plan updates that result from this review must be approved by the Contracting Officer.

6.3 Transition Plans

The Contractor shall also be required to submit one copy of the Initial Transition Plan to the Contracting Officer within 15 calendar days after contract award. This plan shall include all changes, if any, required from the review of the plan during the proposal evaluation phase. Upon acceptance of the Initial Transition Plan by the Contracting Officer, no further changes shall be made to this plan by the Contractor without the prior written approval of the Contracting Officer. In accordance with SOW Section 4.19.2, the Contractor shall also be required to submit, upon written request from the Contracting Officer's Technical Representative, a Transitional Implementation Plan for conducting training and training-related services at each additional facility or satellite facility.

6.4 Format

Contractor format is acceptable for reports required by SOW Section 6.0

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7.0 MEETINGS/CONFERENCES

7.1 Meetings

When necessary, meetings shall be held by the FAA and Contractor to ensure efficient, effective contract performance and to seek resolution of problems throughout the life of the contract. The Contractor shall submit prior to the meetings, any discussion topics which are considered priority matters.

7.2 Annual National Conference

Upon written approval by the authorized Contracting Officer's Technical Representative, the Contractor may conduct one national conference per contract year for the Contractor Site Supervisors. This conference shall be at the expense of the FAA, and may be conducted jointly with a FAA training conference, if requested by the authorized Contracting Officer's Technical Representative. Contractor invited attendees, other than the Contract Director, Contract Administrative Assistant and Contractor Site Supervisors, shall travel and attend the conference at the Contractor's expense.

8.0 SPECIFIC TASKS

8.1 Scope

The Contractor will provide all qualified personnel necessary to administer and conduct the training and other activities addressed in Section 1.0 of this SOW.

8.1.1 General

Specific tasks are defined in the following functional areas and shall be performed in accordance with the standards presented in the referenced paragraphs of this SOW.

Task	Description	Reference Paragraph
Task A	Contract Management and Administrative Support	8.2
Task B	Classroom and/or Simulation Qualification Training	8.3
Task C	Pilot Education Program – Operation Rain Check	8.4
Task D	Cooperative Education Program	8.5
Task E	Proficiency Training	8.6

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Task F	Development and Maintenance of Air Traffic Training and Related Materials	8.7
Task G	Additional Services	8.8
Task H	Remote Pilot Operator (RPO) Training and Personnel	8.9
Task I	Computer Based Instruction (CBI) Administration and Training	8.10

8.1.2 Time and Location of Performance

Contract personnel shall be expected to perform work under this SOW normally between the hours of 8:00 a.m. and 5:00 p.m., local time, during regular workdays of the week, Monday through Friday. See Clause H.16 entitled "Overtime".

8.1.2.1 Work at Contractor Site

The Contract Director and Contract Administrative Assistant are required to work at a facility furnished by the Contractor. No Government facilities or equipment will be provided for these Contractor personnel.

8.1.2.2 Work at Designated Government Facilities

Unless additional facilities are designated as authorized under SOW paragraph 8.1.2.3, or unless otherwise directed by the authorized Contracting Officer's Technical Representative, all work shall be performed at locations as designated in SOW Appendix 1 – List of Facilities and Satellite Facilities. Work shifts shall be determined by the FTLO for each requirement or duty described in this SOW as operational needs dictate. The majority of instructional services are conducted during a "day" shift, such as the 7:00 AM to 3:30 PM shift or 8:00 AM to 4:30 PM shift, Monday through Friday. The exact shift may vary for each site, and Contractor personnel may be required to work other shifts between 0:00 AM and 12:00 Midnight, Sunday through Saturday, as directed by the COTR.

8.1.2.3 Additional Facilities

The Contractor shall be prepared to provide task requirements per SOW Section 8.0, at additional FAA facilities or satellite facilities as required by the FAA. The FAA will notify the Contractor at least 30 calendar days prior to adding any facility or satellite facility and the Contractor shall submit a transitional implementation plan, in accordance with SOW paragraph 4.19.2, outlining the proposed process to accomplish the transition.

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8.2 TASK A - Contract Management And Administrative Support

8.2.1 Provide Off-Site National Contract Management

The Contractor shall provide a full-time Contract Director. The Contract Director shall be responsible for all Contractor work performed under this SOW, and shall have full authority to act on behalf of the Contractor at each affected facility or satellite facility. The Contractor shall provide a Contract Administrative Assistant to assist in the daily operations and management of this contract. The Contract Director and Contract Administrative Assistant will not be provided Government furnished office space, office

equipment, or office supplies.

The Contract Director's counterpart and FAA point of contact at the Mike Monroney Aeronautical Center is the authorized Contracting Officer's Technical Representative.

The Contractor shall notify the Contracting Officer 60 calendar days in advance of any proposed personnel change involving the Contract Director in accordance with the Key Personnel Clause in Section H. This advance notification is not required if the personnel change is the result of a Government request for removal due to unacceptable performance or resignation, although all other provisions of Section H will apply.

8.2.2 Personnel Qualifications

8.2.2.1 Contract Director

The Contract Director shall have a minimum of 10 years experience in FAA air traffic control. At least five (5) years of that experience shall have been at a second level supervisory/managerial position. In addition, the Contractor shall consider a candidate's experience in federal contract management or other related fields. This includes, but is not limited to, the candidate's educational training and experience in business management.

The Contract Director shall meet the following employment criteria:

Experience - No fewer than five years experience in the management of a small to medium sized organization (25 - 100 employees). Preference may be given to candidates who have specialized experience according to the following priority:

- a. Management of a non-technical training organization.
- b. Management of a technical training organization.
- c. Management of other than a training organization.

Education – Formal study in business administration, management, public administration, or a

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concentration allied with management of a small to medium sized organization (25 - 100 employees) from an accredited institution is preferred.

Special Qualifications - A demonstrated ability to deal with members of management, sub-contractors, and various vendors is considered essential. The FAA also considers it essential that

the Contractor's off-site Contract Director have full authority to manage the day-to-day Contractor operations and the authority to represent the Contractor in dealings with the Contracting Officer or authorized Contracting Officer's Technical Representative.

8.2.2.2 Personnel Qualifications, Contract Administrative Assistant

As a minimum, the Contract Administrative Assistant shall have the following skills and experience:

- a. Minimum of three years operating Windows and associated Microsoft Office applications, including, but not limited to: MS Word, Excel, PowerPoint, Access, etc.
- b. Capability to enter and extract information from designated Government database programs as required by the FTLO or authorized Contracting Officer's Technical Representative.
- c. Ability to format and produce high-quality and error free documents in response to program requirements.
- d. Strong interpersonal skills and the ability to work independently.

8.2.3 Provide Onsite Contract Oversight And Support Staff

Unless otherwise directed by the Contracting Officer, the Contractor shall maintain a full time office at each facility. This office shall be used to perform managerial, supervisory, and administrative functions including, but not limited to: work assignments, payroll records, leave records, scheduling, recruitment, budgeting, and preparation of contractually required reports. The Contractor is not required to maintain a full time office at satellite facilities.

The Contractor shall furnish all supervisory and administrative personnel required to effectively perform the work described in this SOW, as well as those supervisory and administrative personnel necessary to oversee and manage the performance efforts to ensure timely and professionally delivered results. The Contractor shall account separately for personnel hours

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expended for ongoing administrative time spent supervising Contractor employees, compiling reports and forms, and performing other administrative work directly related to this contract, from time spent actually performing other tasks delineated in the SOW.

8.2.3.1 Contractor Site Supervisors (CSS)

The Contractor shall designate a full-time qualified, working CSS for each identified facility to ensure contract compliance. The CSS for each facility will also ensure contract compliance for all satellite facilities for which the facility has oversight. Each CSS shall have full authority to act on behalf of the Contract Director. Each CSS shall be a working supervisor, dedicating no more than fifty percent (50%) of billable hours to Tasks B through I. Each CSS shall dedicate no less than fifty percent (50%) of billable hours for the daily supervision of contract work including, but not limited to: scheduling instruction, report preparation, payroll records, leave records, etc. CSS personnel will also be considered key personnel and fall under the provisions of the Key Personnel Clause in Section H.

8.2.3.1.1 Personnel Qualifications, Contractor Site Supervisor (CSS)

As a working supervisor, CSS personnel shall meet all instructor qualifications as listed in SOW Section 8.2.1, and have a minimum of five (5) years CPC air traffic control experience in the type(s) of air traffic control facility which they will supervise.

8.2.3.1.2 Training

All CSS's shall successfully complete the Facility Training Administration Course (Course 50310) as soon as quotas become available. CSS's assigned to ATC instructional requirements shall be required to complete successfully Facility Instructor Training (Course 10501). In addition, CSS's involved in qualification phases of training shall complete the certification process for instructors outlined in SOW Section 4.10. The requirements for courses 10501 and 50310 may be waived in writing by the FAA, if the supervisor has previously completed the courses. These courses will be furnished by the FAA at no tuition cost to the Contractor.

8.2.4 Provide On-Site Administrative Support

The Contractor shall provide administrative personnel at each facility to support all work generated by Contractor personnel in the accomplishment of the requirements delineated in this SOW.

8.2.4.1 Personnel Qualifications, Administrative Assistant

Special Qualifications: Personnel shall have the following skills and experience:

- a. Minimum of three years operating Windows and associated Microsoft Office applications, including, but not limited to: MS Word, Excel, PowerPoint, Access, etc.

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- b. Capability to enter and extract information from designated Government database programs as required by the FTLO or authorized Contracting Officer's Technical Representative.
- c. Ability to format and produce high-quality and error free documents in response to program requirements.
- d. Strong interpersonal skills and the ability to work independently.

8.2.5 Contractor Performance

Contractor personnel performance shall be evaluated as per SOW Section 4.9.

8.3 TASK B - Classroom and/or Simulation Qualification Training

The Contractor shall furnish all supervisory, instructional, and administrative staff required to administer classroom and/or simulation phases of qualification training for the en route and terminal training programs. Additionally, this requirement shall include maintaining the automated tracking system and submission of all required Civil Aeromedical Institute (CAMI) tracking forms. Course objectives, training outcomes, and subjects to be taught under this requirement are contained in the EnRoute and Terminal Instructor Program Guides. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained in the appropriate IPGs. The length of each phase of classroom and simulation training is also contained in each appropriate IPG. Classroom instruction, briefing presentations, and/or testing may also involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Contractor instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

8.3.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)

ATC instructors shall primarily conduct classroom and laboratory simulation training for developmental students, as well as proficiency training for current ATCS personnel. Instructors shall have a minimum of three (3) years combined CPC experience in an air traffic control facility [e.g., Air Route Traffic Control Center (ARTCC), Airport Traffic Control Tower (ATCT), or Terminal Radar Approach Control (TRACON)]. Instructors shall have a minimum of one (1) year of CPC experience with the ATC option for which application is made. Terminal experience must have been at a like-type facility. For example, limited radar cab experience does not qualify as radar experience for a TRACON.

8.3.1.1 Training

All Contractor ATC instructors shall be required to complete successfully Facility Instructor

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Training (Course 10501). This course will be furnished by the FAA at no tuition cost to the Contractor. The requirement may be waived in writing by the FAA if an individual has previously completed the course. Failure to complete successfully Course 10501 may result in a request from the FAA for removal of the employee from the labor category. Since Contractor ATC instructors are directly involved in various phases of qualification training for developmental air traffic control specialists, they must be certified to teach these phases of training. The certification process outlined in SOW Section 4.10 shall be utilized. Individuals previously certified, whose certification remains current as of the date of contract award, shall be considered certified. In addition, instructors who were employed by the FAA within the 3 month period immediately prior to being hired by the Contractor, and who worked as an operational air traffic controller/supervisor in the area of operation in which the individual will instruct, shall also be considered certified as laboratory instructors. Any other exceptions to the certification process shall be coordinated with and approved by the authorized Contracting Officer's Technical Representative in advance.

8.3.1.2 Additional Instructor Qualifications

8.3.1.2.1 Curriculum Development Training

All Contractor personnel who are assigned to curriculum development activities must have actual work experience in curriculum development for instruction delivery to adults.

8.3.1.2.2 FAA Curriculum Approval

The FTLO will monitor the curriculum development effort and approve the training plan, instructional materials, training aids, and methodology, including strategy and techniques, prior to classroom use.

8.3.2 Deliverable Product

Completion of each required phase of classroom instruction and simulation training, in accordance with applicable IPGs and documented by required management reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

8.3.3 Schedule

The schedule for completion of training elements under this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

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8.3.4 Instructor/Class Ratio

8.3.4.1 Classroom

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

8.3.4.2 Simulation

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in a particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

8.3.5 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.3.6 Class Lead Instructor

Some phases of training may involve multiple instructors per class, depending on the number of students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

8.3.7 Student Performance

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

8.3.8 Course Materials

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

8.3.9 Student Counseling

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

8.4 TASK C - Pilot Education Program – Operation Rain Check

The Contractor shall furnish all supervisory, instructional, and administrative staff required to

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conduct the Air Traffic familiarization course entitled Operation Rain Check. This course is designed for all pilots who either has or are aspiring toward obtaining an instrument rating. The Contractor shall adhere to all procedures, course objectives, training outcomes and subjects to be taught under this requirement as delineated in FAA Order 7230.16. Contractor instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

8.4.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)

Personnel qualifications as defined in SOW Section 8.3.1.

8.4.2 Deliverable Product

The successful administration of the Pilot Education Program – Operation Rain Check, in accordance with the prescribed FAA Order 7230.16 and as documented by managerial reports in Section 6.0, shall constitute the deliverable products under this requirement.

8.4.3 Schedule

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.4.4 Instructor/Class Ratio

8.4.4.1 Classroom

One instructor is normally required, regardless of the number of students. However, additional instructors may be used if approved in advance by the FTLO.

8.4.5 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.5 TASK D - Cooperative Education Program

The Contractor shall furnish all supervisory, instructional, and administrative staff required to administer the Cooperative Education Program and submission of all required CAMI tracking forms. Course objectives, training outcomes, and subjects to be taught under this requirement are contained in the Cooperative Education Program Package, to be provided by the FAA. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained in that program package. Classroom instruction, briefing presentations, and/or testing may also

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involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

8.5.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)

Personnel qualifications as stated in SOW Section 8.3.1.

8.5.2 Deliverable Product

The successful administration of the Cooperative Education Program, in accordance with the prescribed IPG and as documented by managerial reports in SOW Section 6.0 shall constitute the deliverable products under this requirement.

8.5.3 Schedule

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.5.4 Instructor/Class Ratio

8.5.4.1 Classroom

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

8.5.4.2 Simulation

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

8.5.5 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.5.6 Class Lead Instructor

Some phases of training may involve multiple instructors per class, depending on the number of

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students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

8.5.7 Student Performance

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

8.5.8 Course Materials

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

8.5.9 Student Counseling

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

8.6 TASK E - Proficiency Training

The Contractor shall furnish all administrative, supervisory, and instructional staff required to administer the proficiency training program at each facility, as tasked by individual NTRs. Proficiency training consists of supplemental, refresher, and remedial training, as defined by FAA Order 3120.4, Air Traffic Training, and is to be developed and taught in accordance with that order. Course objectives, training outcomes, and subjects to be taught in these courses are contained in individual facility training directives, remedial training letters provided to the employee, or in course materials supplied for supplemental training. The Contractor shall adhere to all established course outlines, lesson plans, and procedures contained in FAA Order 3120.4, as well as any specific facility generated proficiency training directives. The length of each phase or type of proficiency training is contained in facility training directives, remedial training letters, or in course materials supplied for supplemental training. Classroom instruction, briefing presentations, and/or testing may also involve other subjects related to air traffic control, and shall be assigned at the discretion of the FTLO. Instructional and supervisory staff shall assist and augment an FAA cadre of instructors, supervisors, and managers, if any, in the conduct and administration of all courses as directed by the FTLO.

8.6.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)

Personnel qualifications as defined in SOW Section 8.3.1.

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8.6.2 Deliverable Product

Successful completion of proficiency training requirements and the daily administration of the facility proficiency training program, as prescribed by FAA Orders and facility procedures and documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

8.6.3 Schedule

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.6.4 Instructor/Class Ratio

8.6.4.1 Classroom

One instructor is normally required, regardless of the number of students. However, a second instructor may be used if approved in advance by the FTLO.

8.6.4.2 Simulation

One instructor per area of operation being taught in a particular class; or one instructor certified in all areas of operation being taught in particular class. The total number of instructors required will be determined on a case-by-case basis by the FTLO and assigned by the CSS.

8.6.5 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.6.6 Class Lead Instructor

Some phases of training may involve multiple instructors per class, depending on the number of students in the class. In this case, the Contractor shall ensure that one of the instructors assigned to the class is also designated as the lead instructor for the class.

8.6.7 Student Performance

Evaluation of student performance will be in accordance with applicable IPGs, FAA orders, and evaluation tools (e.g., written tests or graded ATC problems) and shall be performed only by FAA or Contractor certified instructors.

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8.6.8 Course Materials

The FAA shall provide the Contractor with all administrative supplies and course materials as required.

8.6.9 Student Counseling

Contract instructors shall adhere to SOW Section 4.15 concerning counseling of students.

8.7 TASK F - Development And Maintenance Of Air Traffic Training And Related Materials

The Contractor shall furnish personnel necessary to assist and augment a cadre of FAA personnel in the development and maintenance of air traffic training and other related materials. This may include, but is not limited to, conventional (written text), interactive video delivery instructional media, oral presentations, and DYSIM/ETG scenarios. Revision and development work will be assigned by the FTLO. Contract ATC instructors, not involved in other training due to varying class schedules, may be assigned duties under this requirement.

8.7.1 Personnel Qualifications, Instructors - Air Traffic Control (ATC)

Personnel qualifications as defined in SOW Section 8.3.1.

8.7.2 Deliverable Product

The successful revision of air traffic training courses through ongoing development and maintenance of classroom instruction, simulations, and other related materials, as documented by managerial reports in SOW Section 6.0 shall constitute the deliverable products under this requirement.

8.7.3 Schedule

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.7.4 Objective

The Contractor shall be required to develop, revise, and/or maintain conventional training materials, interactive video delivery format training materials, DYSIM/ETG scenarios, and other training materials for the National Air Traffic Training Program. Some of the materials may require validation by the Contractor, and all course materials are subject to approval by the

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FTLO prior to implementation. All technical course materials shall be reviewed for technical accuracy and instructional compatibility by the FTLO, or authorized designee, prior to implementation.

These training materials include, but are not limited to:

- a. DYSIM/ETG scenarios
- b. Briefing packages on subjects assigned by the FTLO
- c. Lesson Plans
- d. Visual Aids
- e. Handouts/Workbooks
- f. Proficiency Tests
- g. Facility Rating Tests
- h. Training related memos, orders, and notices

8.7.5 Instructor Performance

Instructor performance shall be evaluated as per SOW Section 4.9.

8.7.6 Revision/Development Method

The contract revision and development staff shall develop/revise/maintain training materials using the methodology and procedures contained in FAA-STD-028, FAA Order 3000.22, appropriate IPGs and FAA Order 3120.4. Exceptions to the requirements of these documents will be at the discretion of the FTLO.

8.7.7 Training Materials Contents And Outcomes

Contents and outcomes of developed/revise/maintained/updated training materials are specified in the applicable course control documentation, i.e., training development plan (TDP), course design guide (CDG), and/or course report, or as directed by the FTLO. The appropriate course control documentation shall be supplied by the FAA. (FAA Order 3000.22 applies).

8.7.8 Course Materials

The FAA shall maintain and provide the Contractor with administrative supplies and reference materials for use in performance of this requirement.

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8.8 TASK G - Additional Services

Unless otherwise prohibited by this SOW, all Contractor personnel may be required to perform additional services not delineated in other paragraphs of SOW Section 8.0, but that would be appropriate for individuals with the stated personnel qualifications and which are neither inherently governmental functions nor performed as personal services. The need and appropriateness of additional services will be determined by the FTLO, and assigned to Contractor personnel by the CSS. The FAA will attempt to provide five (5) working days advance notice of the need to provide additional services to facilitate Contractor employee scheduling.

8.8.1 Deliverable Product

The successful completion of the additional services delineated in SOW paragraph 8.8, in accordance with prescribed FAA policy/procedures and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

8.8.2 Schedule

The schedule for completion of this requirement will be as delineated by NTRs issued by the FTLO and agreed to by the Contractor, provided any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.8.3 Contractor Performance

Contractor personnel performance shall be evaluated as per SOW Section 4.9.

8.9 TASK H - Remote/Pilot Operator (RPO) Training And Personnel

The Contractor shall furnish remote/pilot operator (RPO) training for FAA individuals assigned RPO duties and when requested by the FTLO, provide remote pilot operators during laboratory scenarios. Contract RPO staff shall also assist and augment FAA personnel, if any, in administering and developing laboratory simulation training (e.g. DYSIM/ETG). Course objectives, training outcomes, and subjects to be taught in DYSIM/ETG phases are contained in the appropriate En Route and Terminal IPGs.

8.9.1 Personnel Qualifications, Remote Pilot Operators (RPO)

Selections of the best-qualified individuals shall be made based on factors such as previous work experience and aviation background. Experience as an RPO, air traffic control specialist, or pilot is highly desirable.

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8.9.1.1 Training

RPOs shall be certified since RPO's are involved in phases of qualification training for developmental air traffic control specialists. The certification process for RPO's outlined in SOW Section 4.10.3 shall be used. The certification process may be waived by the authorized Contracting Officer's Technical Representative if an RPO was previously certified as an RPO, air traffic control specialist, or has other acceptable related aviation experience.

8.9.2 Deliverable Product

Completion of each required phase of RPO instruction, laboratory simulation scenarios, or development of new/revised simulation training tools, in accordance with IPGs and other FAA prescribed procedures and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

8.9.3 Schedule

The schedule for completion of training elements under this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided that any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.9.4 RPO/Class Ratio

The number of RPOs will vary by facility and shall be determined by the FTLO. In the en route environment, 1-3 RPOs per DYSIM scenario are usually required. In the terminal environment, 2-6 RPOs may be needed per ETG scenario. Master class schedules shall be used to determine how many RPOs will be needed for each class.

8.9.5 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.9.6 RPO Performance

RPO performance shall be evaluated as per SOW Section 4.9.

8.10 TASK I - Computer Based Instruction (CBI) Administration and Training

The Contractor shall supply Computer Based Instruction Administrators (CBIA) to conduct CBI at each facility or satellite facility as directed by the authorized Contracting Officer's Technical Representative. As required by the Contracting Officer's Technical Representative, the

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Contractor shall assign a single CBIA to serve as the national liaison for all CBIAs. Each CBIA shall be responsible for facility or satellite facility CBI training, administration, and instruction, including development assistance for locally specific CBI lesson plans, and will be guided by the principals of FAA Order 3120.4 Air Traffic Training. Course objectives, training outcomes, and subjects to be taught utilizing CBI are contained in the appropriate IPGs and FAA Order 3000.22 - Training.

8.10.1 Personnel Qualifications, Computer Based Instruction Administrator (CBIA)

The nature of CBIA work involves teaching CBI methods and usage to others. Therefore, each CBIA shall possess a minimum of 3 years experience as an instructor in the information technology field at the high school level or above, or a minimum of 3 years progressive information technology experience utilizing various types of computer hardware, software, and associated peripheral equipment. These requirements may be waived by the authorized Contracting Officer's Technical Representative if the individual has previously been employed as a CBI Administrator at an ATC facility.

8.10.1.1 Training

Each Contractor CBIA shall successfully complete Facility Instructor Training (Course 10501). This course will be provided at no tuition cost to the Contractor. CBIA shall also successfully complete any additional courses, as required by the FAA, due to changes in CBI hardware or software. All courses will be provided at no tuition cost to the Contractor. These training requirements may be waived by the authorized Contracting Officer's Technical Representative if an individual has previously been employed as a CBI administrator for an ATC facility. These requirements may also be considered for waiver by the authorized Contracting Officer's Technical Representative on a case by case basis at the request of the Contractor.

8.10.2 Deliverable Product

The successful completion of CBI training and the administration of the Computer Based Instruction Program at each designated facility or satellite facility, in accordance with prescribed IPGs/FAA Orders and as documented by managerial reports in SOW Section 6.0, shall constitute the deliverable products under this requirement.

8.10.3 Schedule

The schedule for completion of this requirement will be as delineated in NTRs issued by the FTLO and agreed to by the Contractor, provided that any such agreement is fully in accordance with Section F - Deliveries or Performance - of this contract.

8.10.4 Conversion Of CBI Training Materials

As directed by the FTLO, the Contractor shall also assist in the conversion of training materials

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developed in conventional format to CBI formats. The Contractor, if requested by the FTLO, shall also assist in the conversion of training materials previously developed in the CBI format to new CBI formats required to fully utilize changing CBI technology.

8.10.5 Instructor/Facility Ratio

Generally, one (1) CBI Administrator per facility, unless otherwise approved in writing by the authorized Contracting Officer's Technical Representative.

8.10.6 Class Schedules/Assignments

All Contractor personnel shall receive specific assignments from the Contract Site Supervisor (CSS), based upon master class schedules determined by the FTLO.

8.10.7 CBI Administrator Performance

CBI Administrator performance shall be evaluated as per SOW Section 4.9.

8.10.8 Course Materials

The FAA Academy shall provide the Contractor with all administrative supplies and course materials necessary to conduct CBI training and development assistance.

APPENDIX 1

LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**

Location Identifier: **C90**

Chicago O'Hare TRACON

Chicago O'Hare International Airport

Chicago, IL 60666

Facility (F) or Satellite (S): **F**

Location Identifier: **DFW**

Dallas/FortWorth TRACON

DFW Airport

2400 International Parkway

Dallas, TX 75261

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-ABI**

Abilene ATCT

2909 West Access Drive

Abilene, TC 79602

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-ACT**

Waco ATCT

Regional Airport, Terminal Building

2909 Airport Road

Waco, TX 76708

Facility (F) or Satellite (S): **S**

Location Identifier: **DFW-DAL**

Dallas Love ATCT

Love Field

8100 Aviation Place

Dallas, TX 75235

Facility (F) or Satellite (S): **F**

Location Identifier: **N90**

New York TRACON

1515 Stewart Avenue

Westbury, NY 11590

Facility (F) or Satellite (S): **F**

Location Identifier: **NCT**

Northern California TRACON

11375 Douglas Road

Mather, CA 95655

Facility (F) or Satellite (S): **F**

Location Identifier: **O90**

Bay TRACON

1029 Grumman Street

Oakland, CA 94621

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAB**

Albuquerque ARTCC

8000 Louisiana Blvd., N.E.

Albuquerque, NM 87109

Facility (F) or Satellite (S): **S**

Location Identifier: **ZAB-ABQ**

Albuquerque ATCT

2800 Kirtland Avenue

Albuquerque, NM 87117

Facility (F) or Satellite (S): **F**

Location Identifier: **SCT**

Southern California TRACON

9175 Kearney Villa Rd.

San Diego, CA. 92145

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAU**

Chicago ARTCC

619 Indian Trail Road

Aurora, IL 60506

Facility (F) or Satellite (S): **F**

Location Identifier: **ZBW**

Boston ARTCC

35 Northeastern Blvd.

Nashua, NH 03060

Facility (F) or Satellite (S): **F**

Location Identifier: **ZAN**

Anchorage ARTCC

5400 Davis Highway

Anchorage, AK 99506

Facility (F) or Satellite (S): **F**

Location Identifier: **ZDV**

Denver ARTCC

2211 17th Avenue

Longmont, CO 80501

Facility (F) or Satellite (S): **S**

Location Identifier: **ZDV-D01**

Denver TRACON

26705 East 68th Avenue

Room 119

Denver, CO 80249

Facility (F) or Satellite (S): **F**

Location Identifier: **ZDC**

Washington ARTCC

825 East Market Street

Leesburg, VA 22075

Facility (F) or Satellite (S): **F**

Location Identifier: **HCF**

Honolulu Control Facility

760 Worchester Avenue

Honolulu, HI 96818

Facility (F) or Satellite (S): **S**

Location Identifier: **ZHN-HNL**

Honolulu ATCT

760 Worchester Avenue

Honolulu, HI 96818-5125

Facility (F) or Satellite (S): **F**

Location Identifier: **ZFW**

Fort Worth ARTCC

13800 FAA Road

Fort Worth, TX 76155

Facility (F) or Satellite (S): **S**

Location Identifier: **ZHU-DWH**

Houston ATCT

David Wayne Hooks Airport

9125 Boudreaux Road

Houston, TX 77375

APPENDIX 1

LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZHU-HOB**
 Houston ATCT
 William P. Hobby Airport
 8902 Paul B. Koonce Drive
 Houston, TX 77061

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZHU**
 Houston ARTCC
 Intercontinental Airport
 16600 J.F. Kennedy Blvd.
 Houston, TX 77032

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZHU-IAH**
 Houston ATCT
 2700 West Terminal Road
 Suite 200
 Houston, TX 77032

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZID**
 Indianapolis ARTCC
 1850 South Sigsbee
 Indianapolis, IN 46241

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZHU-190**
 Houston TRACON
 Intercontinental Airport
 2700 West Terminal road
 Houston, TX 77032

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZJX-JAX**
 Jacksonville ATCT
 Jacksonville Int'l. Airport
 14400 Whirlwind Avenue
 Jacksonville, FL 32229

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZKC**
 Kansas City ARTCC
 250 South Rogers Road
 Olathe, KS 66062

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZJX**
 Jacksonville ARTCC
 811 E. Second Street
 Hilliard, FL 32046

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZLC**
 Salt Lake City ARTCC
 2150 West 700 North
 Salt Lake City, UT 84116

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZLC-SLC**
 Salt Lake City ATCT
 Salt Lake City Int'l. Airport
 P.O. Box 22085
 AMF Salt Lake City, UT 84122

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZLA**
 Los Angeles ARTCC
 2555 East Avenue "P"
 Palmdale, CA 93550

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZME**
 Memphis ARTCC
 3229 Democrat Road
 Memphis, TN 38118

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZME-MEM**
 Memphis ATCT
 Memphis Int'l. Airport
 New ATCT Building
 2515 Winchester Road
 Memphis, TN 38116

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZMA**
 Miami ARTCC
 7500 N.W. 58th Street
 Miami, FL 33166

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZNY**
 New York ARTCC
 MacArthur Airport
 Ronkonkoma, NY 11779

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZOA**
 Oakland ARTCC
 5125 Central Avenue
 Fremont, CA 94536

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZMP**
 Minneapolis ARTCC
 512 Division Street
 Farmington, MN 55024

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZSE**
 Seattle ARTCC
 3101 Auburn Way South
 Auburn, WA 98002

Facility (F) or Satellite (S): **S**
 Location Identifier: **ZSE-PDX**
 Portland ATCT
 1800 N.E. 25th Avenue
 Hillsboro, OR 97124

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZOB**
 Cleveland ARTCC
 326 East Lorain Street
 Oberlin, OH 44074

Facility (F) or Satellite (S): **F**
 Location Identifier: **ZSU**
 San Juan CERAP
 COT/FAA
 San Juan, Puerto Rico CERAP
 GPO Section 00936

APPENDIX 1
LIST AIR TRAFFIC FACILITIES AND SATELLITE FACILITIES

Facility (F) or Satellite (S): **F**

Location Identifier: **ZTL**

Atlanta ARTCC

299 Woolsey Road

Hampton, GA 30228

Facility (F) or Satellite (S): **S**

Location Identifier: **ZSE-SEA**

Seattle/Tacoma ATCT

Administration Building, Room 417

Sea-Tac Int'l. Airport

Seattle, WA 98158

APPENDIX 4

DTFA01-01-C-00015

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AIR TRAFFIC INSTRUCTIONAL SERVICES SECTION C - STATEMENT OF WORK

NOTICE OF TRAINING REQUIREMENT (NTR)

FY ____

NTR: YYYY-###-#### In accordance with Air Traffic Instructional Services (ATIS) Contract DTFA01-01-C-00015, the following tasking is required:

TASK(S):	A	B	C	D	E	F	G	H	I	TOTAL
Hours: 1 st QTR										
2 nd QTR										
3 rd QTR										
4 th QTR										

Start Date: _____

End Date: _____

Students: _____

Submitted: _____

Facility Technical Liaison Officer (FTLO)/Alternate

Date

Accepted: _____

Contractor Site Supervisor (CSS)

Date

Approved*: _____

Contracting Officer's Technical Representative (COTR)

Date

**COTR Signature only required if the task assignment is for more than 100 hours, or if payment of other direct costs (ODC) is required.*

DESCRIPTION OF TASK AND/OR OTHER INSTRUCTIONS:**(ODC) OTHER DIRECT COSTS:** _____

If unforeseen circumstances require the start date to change, the Contractor will receive prompt written notification of the revised start date. This NTR does not authorize the Contractor to exceed available funds/resources allocated or to conduct any type of work outside the scope of contract DTFA01-01-C-00015. Any Contractor concerns regarding these issues must be forwarded to the FTLO in writing, within three (3) days of receipt of this NTR. If the issue cannot be resolved, the Contracting Officer (CO) or Contracting Officer's Technical Representative (COTR) must be notified through appropriate channels. In that case, the work detailed within this NTR shall not begin until all issues are resolved.

NTR: March 2000

PART I – THE SCHEDULE
SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

All deliverable products under this contract shall be preserved, packed and packaged, in accordance with the Contractor's best commercial practices, so as to ensure arrival at the specified destination in an undamaged condition.

D.2 MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked with the following:

- (a) FAA contract number and task order number under which the item is being delivered,
- (b) Contractor's name and address,
- (c) List of contents and
- (d) Name and routing symbol of the person to whom the deliverable is being sent.

D.3 F.O.B. DESTINATION

Unless otherwise specified in individual Notice of Training Requirement (NTR's), all Contractor deliverables shall be shipped F.O.B. destination to the Contracting Officer's Technical Representative (COTR) at the following address:

Contracting Officer's
Technical Representative: Federal Aviation Administration
ATX-100 (John Glassley)
P.O. Box 25082
Oklahoma City, OK 73125

A transmittal copy of all deliverables addressed in Section C, which are not addressed to the Contracting Officer (CO), should be sent to the following address:

Contracting Officer: Federal Aviation Administration
ATTN: Ms. Susan Corbin (ASU-340)
800 Independence Avenue, SW
Washington, DC 20591

PART I – THE SCHEDULE
SECTION D – PACKAGING AND MARKING

D.4 TRANSPORTATION/SHIPPING

If applicable, each NTR shall address specific transportation/shipping requirements related to the work effort.

PART I – THE SCHEDULE
SECTION E – INSPECTION OR ACCEPTANCE

**E.1 INSPECTION OF SERVICES--BOTH FIXED-PRICE & COST
REIMBURSEMENT – AMS 3.10.4-4 (April 1996)**

- (a) 'Services,' as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge if a fixed-price contract, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount, or if a cost reimbursement type contract, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price, or any fee payable under the contract, to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service, (or if a cost reimbursement contract, reduce any fee payable by an amount that is equitable under the circumstances), or (2) terminate the contract for default.

PART I – THE SCHEDULE
SECTION E – INSPECTION OR ACCEPTANCE

E.2 INSPECTION AND ACCEPTANCE OF SERVICES

Final inspection and acceptance of the services specified herein shall be performed at each location where such services are provided. The CO or COTR may designate a representative, normally the Facility Technical Liaison Officer (FTLO) at each site, to perform final inspection and acceptance.

E.3 ACCEPTANCE OF DATA DELIVERABLES

Final acceptance of all data deliverables shall be made by the COTR or designated Government representative, unless otherwise specified.

PART I – THE SCHEDULE
SECTION F – DELIVERIES OR PERFORMANCE

F.1 INDEFINITE QUANTITY – AMS 3.2.4-20 (July 1996)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.
- (c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued, during the effective period of this contract and not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after September 30, 2001, unless an option is exercised by the Government. Options may be exercised for deliveries through September 30, 2005.

F.2 ORDERING

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. **Such orders may be issued from the date of contract award through September 30, 2005, if all options have been exercised.**
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

PART I – THE SCHEDULE
SECTION F – DELIVERIES OR PERFORMANCE

F.3 PERIOD OF PERFORMANCE

The period of performance for the base period shall begin at the time of contract award and end no later than September 30, 2001. The period of performance for each option period shall be for one fiscal year commencing October 1st and ending no later than September 30th of the subsequent calendar year.

The period of performance at any additional facilities added under this contract shall commence when the option is exercised and shall be eligible for annual renewal, at the Government's unilateral discretion, until this contract expires or is otherwise terminated by the Government.

The FAA may unilaterally exercise any option period(s) by contract modification.

F.4 PLACE OF PERFORMANCE

Services required under this contract shall normally be performed at Government-owned Air Route Traffic Centers and Terminal Facilities designated in Appendices 1 and 2 of Section C. The Government reserves the right to designate up to two additional facilities per period of performance, not to exceed a maximum of ten additional facilities over the life of the contract, where Section C performance requirements may be invoked and where the places of performance are undetermined at this time.

F.5 AUTHORIZED PERFORMANCE

The award of this contract shall not constitute authority for the Contractor to commence performance. Initial performance shall commence through the issuance of a Task Order by the Contracting Officer, which will also designate FAA personnel authorized to issue subsequent orders to the Contractor at each site in the form of a Notice of Training Requirement (NTR). NTRs will then be utilized to issue further tasks to Contractor personnel during the remainder of the period of performance.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.1 PAYMENT

The FAA Headquarters “Designated Billing Office” and “Designated Payment Office” is the Accounts Payable Branch, AFM-220, as listed below.

Federal Aviation Administration
 Accounts Payable Branch, AFM-220
 800 Independence Avenue, SW
 Washington, DC 20591

G.2 PROCEDURES FOR THE SUBMISSION OF INVOICES

The Contractor shall submit invoices no more frequently than monthly, on a properly executed Standard Form 1034, together with the Contractor's regular invoice prepared in accordance with requirements set forth elsewhere in SECTION G. **The distribution of all invoices shall be concurrent.**

The contractor shall place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

Signature of Contractor's Authorized Representative

Date of Invoice"

The contractor shall deliver invoices in accordance with the following distribution:

Contracting Officer: Original invoice and two copies
 Federal Aviation Administration
 Attention: Susan Corbin, Contracting Officer, ASU-340
 Room 406
 800 Independence Avenue, SW
 Washington, DC 20591

The Designated Billing Office: Original invoice and one copy
 Federal Aviation Administration
 Accounts Payable Branch (AFM-220)
 800 Independence Avenue, SW
 Washington, DC 20591

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Contracting Officer's Technical Representative: One copy

Federal Aviation Administration
Attention: Sherri Cottle, COTR, ATX-100
P.O. Box 25082
Oklahoma City, OK 73125

The Contracting Officer will authorize payments in amounts determined to be allowable.

G.3 INVOICE INSTRUCTIONS

Under the one consolidated invoice, the Contractor shall have one invoice number with a breakout showing the CLIN and CLIN amount billed.

The Contractor shall maintain daily work records, showing all performed time in hours or fractions (to the nearest quarter hour spent in completing the Contractor's efforts) for which the bill is rendered.

In the event of questioned costs, the CO may withhold any amount in question due on any invoice until such time as the CO determines the validity of such costs.

At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and substantiating material, with upward or downward adjustments in payments, as appropriate.

A final invoice with substantiating documentation shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

G.4 METHOD OF PAYMENT

Payments under this contract will be made by check or wire transfer through the Treasury Financial Communication System at the option of the Government. Payments will be made monthly, in arrears, in accordance with AMS 3.3.1-7, "Prompt Payment".

The Contractor shall forward the following information in writing to the Federal Aviation Administration, Accounts Payable Branch, AFM-220, 800 Independence Avenue, SW, Washington, DC 20591 no later than seven (7) days after receipt of notice of award:

1. Full name, title, phone number and complete mailing address of responsible official(s) to whom the check payments are to be sent and who may be contacted concerning the back account information requested below.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

2. The following back account information is required to accomplish wire transfers:
- a. Name, address and telegraphic abbreviation of the receiving financial institution,
 - b. Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System,
 - c. Recipient's name and account number at the receiving financial institution to be credited with the funds,
 - d. If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial electronic funds transfer messages. If a correspondent financial institution is specified, also provide:
 - (1) Address and telegraphic abbreviation of the correspondent financial institution and
 - (2) The correspondent financial institution's 9-digit ABA identifying number for routing transfer of funds.

Any changes to the information furnished under this clause shall be furnished to the aforementioned address in writing at least 30 days before the effective date of the change. It is the Contractor's responsibility to furnish these changes promptly to avoid payment to erroneous addresses or bank accounts.

The document furnishing the information required in the preceding paragraphs must be dated and contain the signature, title and telephone number of the Contractor Official authorized to provide it, as well as the Contractor's name and contract number.

G.5 PAYMENTS

The Government shall pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms of actual payment have been made for such purchased items or services. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts paid to the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.6 CONSIDERATION OF PAYMENT

Payment shall be made in accordance with Clause G.5, “Payments” supplemented as follows:

- (1) The Contractor shall maintain daily work records showing all time spent providing the required services.
- (2) All work shall be performed utilizing those labor categories specified in Section B.
- (3) The Contractor shall be reimbursed for services for its personnel based on the rates established in Section B. These rates include all overhead, general and administrative costs, burdens and profits.
- (4) The Contractor shall be reimbursed for equipment and supplies necessary to complete work and other direct costs including but not limited to material associated with transportation in accordance with the Joint Travel Regulation, shipping costs, computer and consulting costs and excise taxes.

G.7 GOVERNMENT CONTACTS FOR CONTRACT ADMINISTRATION

The Contractor shall use the following Government contacts and addresses for contractual matters regarding this contract:

<u>FAA Contracting Officer:</u>	Susan Corbin, (202) 267-7628 Federal Aviation Administration Contracts Division, ASU-340 800 Independence Avenue, SW Washington, DC 20591
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<u>FAA Contracts Specialist:</u>	Jacquelyn Johnson, (202) 267-3643 Federal Aviation Administration Contracts Division, ASU-340 800 Independence Avenue, SW Washington, DC 20591
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G.8 GOVERNMENT CONTACT FOR TECHNICAL ADMINISTRATION

The Contractor shall use the following Government contact and address for technical matters regarding this contract:

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

FAA Contracting Officer's
Technical Representative:

Sherri Cottle, (405) 954-2132
Federal Aviation Administration
ATX-100 (Sherri Cottle)
P.O. Box 25082
Oklahoma City, OK 73125

G.9 CONTRACTING OFFICER SUPPORT PERSONNEL

To assist the COTR, the Contracting Officer will designate one primary Field Technical Liaison Officer (FTLO) and one alternate FTLO per each supported Air Traffic Facility. A listing of the supported Air Traffic Facilities is contained in Appendix 1 of Section C. The authority of the FTLO personnel will be delineated in a written designation signed by the Contracting Officer. In no event will a FTLO be empowered to change the contract scope of work, the price or the length of the contract. The Contracting Officer shall immediately be contacted for clarification, if a question arises regarding the authority of any person acting on behalf of the Contracting Officer

G.10 CONTRACTING OFFICER

The Contracting Officer (CO) has the overall responsibility for this contract. Only the Contracting Officer is authorized to take action on the behalf of the Government to modify the contract terms, conditions, requirements, specifications and delivery schedules.

Only the Contracting Officer has the authority to (1) direct or negotiate any changes in the contract, (2) modify or extend the contract period and (3) otherwise, change the terms and conditions of the contract. Any work undertaken without prior written consent from the Contracting Officer may be subject to non-payment.

It is the responsibility of the Contractor to notify the Contracting Officer immediately, if there is any appearance of technical or other direction that is, or may be, outside the scope of the contract. The Contractor shall immediately notify the Contracting Officer for clarification, when a question arises regarding the authority of any person to act for the Contracting Officer under this contract.

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

G.11 FAA CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer shall designate the COTR to assist in monitoring the work under this contract. The COTR is the primary person responsible for the (1) technical administration of this contract, (2) technical liaison with the Contractor and (3) technical monitoring of this contract; and as such, shall be contacted regarding questions and problems of a technical nature.

The COTR is not authorized to change the scope of work or specifications in the contract, make any commitments or otherwise obligate the Government, or authorize any changes which affect the contract price, delivery schedule, period of performance or other terms and conditions of the contract.

The performance of work required under this contract shall be subject to the technical direction and surveillance of the designated COTR. The COTR is not authorized to make any changes, which constitute work not within the general scope of this contract, changing any terms and conditions incorporated into this contract which constitute a basis for increase in the contract amount or extension of the contract period of performance, or change in the delivery schedule.

In no event will any understanding, agreement, modification, change order or other matter, deviating from the terms of this contract, be effective or binding upon the Government, unless issued by the Contracting Officer.

G.12 TECHNICAL DIRECTION

The Contractor shall only comply with technical direction issued by the official(s) designated in writing by the Contracting Officer. Technical direction, as used herein, means and is limited to any written direction, which fills in details, requires pursuit of certain lines of inquiry or otherwise serves, to accomplish the contract effort and which:

- a. Is within the scope of work set forth in the contract;
- b. Does not change any of the terms and conditions of the contract, of the specifications, drawings and materials referenced in said documents;
- c. Does not constitute a basis for any increase or decrease in the contract price or any change in the contract delivery schedule or period of performance and/or
- d. Is issued by an authorized official designated in writing by the Contracting Officer.

Prior to performing any work or incurring any cost, the Contractor shall express its concurrence that each such technical direction is in accordance with the above definition of technical direction by endorsing such direction to the Contracting Officer. If the

PART I – THE SCHEDULE
SECTION G – CONTRACT ADMINISTRATION DATA

Contractor does not agree that the technical direction is as defined herein, the Contractor shall promptly notify the Contracting Officer, orally followed by a written response.

Within ten (10) calendar days after date of contract award, the Contractor shall submit to the Contracting Officer a list of company individuals who are authorized to endorse the written technical direction issued by the officials designated in writing by the Contracting Officer.

In addition, the Contractor shall be responsible for advising its employees concerning the requirements of this Section, and shall be fully liable for any costs or rework required because it failed to comply with this Section.

G.13 INTERPRETATION OR MODIFICATION

No verbal statement by any person and no written statement by anyone other than the Contracting Officer or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of the contract. All requests for interpreting or modification shall be made in writing to the Contracting Officer.

G.14 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence (except for invoices and deliverable items) submitted under this contract shall be subject to the following procedures:

Technical correspondence of a routine nature shall be addressed to the designated COTR.

Other correspondence, which proposed or otherwise involves waivers, deviations or modification to the contract requirements, terms or conditions, shall be addressed to the Contracting Officer, ASU-340, with a concurrent copy to the COTR.

All correspondence shall contain a reference line commencing with the contract number, and a subject line.

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SECTION G – CONTRACT ADMINISTRATION DATA

G.15 AVAILABILITY OF FUNDS – AMS 3.3.1-10 (April 1996)

Funds are not presently available for this contract. The FAA 's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

G.16 ACCOUNTING AND APPROPRIATION DATA

Accounting and appropriation data will be added via individual task orders.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 TYPE OF CONTRACT – AMS 3.2.4-1 (April 1996)

The FAA contemplates award of an Indefinite Delivery/Indefinite Quantity type contract resulting from this Screening Information Request (SIR).

H.2 ORDER OF PRECEDENCE – AMS 3.2.2.3-33 (January 1999)

Any inconsistency in this Screening Information Request (SIR) or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; (e) the specifications; and (f) the drawings.

H.3 CONTRACT SHUTDOWN PROCEDURES PENDING NEW FISCAL YEAR APPROPRIATION

In the event no continuing resolution or permanent appropriation is in place at the outset of the new Fiscal Year (FY), Contractor employees are expected to report for their assigned duties the first workday of the new FY. Absent an appropriation, contract services that are determined by the Government to be non-essential will be closed down as soon as practical. To implement the shutdown, the Contracting Officer may require the Contractor to stop all or any part of the work called for under the contract pursuant to FAR 52.212-13, "Stop-Work Order".

This clause does not limit the Government's rights provided by the Termination clause of the contract.

H.4 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 60 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

H.5 EXERCISE OF OPTIONS

The Government may, at any time on or before the dates set forth below, require the Contractor to furnish any or all of CLINS 1001 through 4009. These options shall be exercised, if at all, by written notice signed by the Contracting Officer and issued within the times specified below:

<u>ITEMS</u>	<u>DATE</u>
OPTION I CLINs 1001 through 1009	On or before September 30, 2001
OPTION II CLINs 2001 through 2009	On or before September 30, 2002
OPTION III CLINs 3001 through 3009	On or before September 30, 2003
OPTION IV CLINs 4001 through 4009	On or before September 30, 2004

The Government has the option to extend the period of performance of the contract for four one-year periods beyond the nine and one-half months base period for total contract duration not exceeding four years and nine and one-half months. Further, the Government has the option to add training requirements at additional facilities.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.6 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option to extend services may be exercised more than once in a contract performance period, but the total extension of performance period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT – AMS 3.2.4-35
(April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor **prior to the expiration of the current contract period**; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least **15** days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed **55 months**.

H.8 CONTRACT CHANGEOVER

The Contractor is hereby notified that as prescribed in the Continuity of Services Clause – AMS 3.8.2-11 applies and is hereby incorporated. At the end of the period of performance for this contract and in the event a follow-on contract is awarded to other than the incumbent or the Government becomes the successor, the incumbent contractor shall cooperate to the extent required to permit an orderly changeover to the successor. With regard to access to incumbent contractor employees, potential Contractors may place recruitment notices in authorized locations in facilities addressed in this contract.

Phase-out – Within sixty (60) calendar days notice given by the FAA, any and all services provided under this SOW, at any or all facilities, may revert to an in-house Government operation. A transition plan prepared by the Government will be coordinated with the Contractor and the Contractor shall be required to continue all necessary services, as determined by the FAA, during the phase-out transition period. The Contractor shall, at all times, be prepared to commence transition evolutions immediately upon receipt of the sixty calendar day notice. In addition, at the conclusion of any performance period, including extensions and option periods, services provided under this contract may be awarded to another Contractor as a result of a re-competition.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

The incumbent Contractor at that time, if unsuccessful in the re-competition, shall be required to comply with all transitional requirements as delineated in this SOW. Nothing in this section shall forestall or preclude the Government's right to terminate this contract under any other Federal or Agency Acquisition Regulations.

Phase-out Transition Requirements - The requirement for uninterrupted instruction during transition from one Contractor to another, or to in-house operations, is critical to the scheduled completion of FAA training. Therefore, it is imperative that a phase-out transition be accomplished by the departing Contractor in a well-planned, orderly, and efficient manner. The Contractor shall submit, within 15 calendar days of written request by the COTR, a phase-out transition plan. The COTR shall have seven (7) calendar days from receipt of the plan to review the plan and request changes, if any. This transition plan should address all elements considered important to the Contractor and, as a minimum, include the following:

- a. Number and position title of personnel participating in each event during the phase-out transition period
- b. Contractor milestones (dates) for each event in the phase-out transition period
- c. Actual or anticipated problems that could impact an orderly, efficient transition
- d. A detailed list of Contractor Acquired Property (CAP) and Government Furnished Property (GFP) which is accountable to the Contractor. The list shall include acquisition dates, costs, serial numbers, etc.
- e. Other guidance and assistance that may be requested from the Government.

H.9 INITIAL TRANSITION PLANNING

In the transition planning process set forth in the Initial Transition Plan, the Contractor should not assume that incumbent Contractor employees will be available for employment under the new contract during either the transition period or after full performance ensues. Furthermore, the FAA will accept billing only for the positions of Contract Director and Contract Administrative Assistant (two positions) upon contract award through sixty (60) days thereafter. Any agreements for continued employment of previous (incumbent) Contractor employees under this contract are an exclusive concern of the Contractor, who will be responsible for full performance beginning the sixty-first (61) day after contract award.

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.10 RIGHT OF FIRST REFUSAL

It is recommended that the successor Contractor offer right of first refusal to incumbent Contractor employees, who desire to remain at their current site and accept employment with the successor Contractor. It is also recommended that the effective date for the right of first refusal conclude 30 days prior to the employee's reporting date.

H.11 INSURANCE--WORK ON A GOVERNMENT INSTALLATION – AMS 3.4.1-10 (July 1996)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the "Schedule" or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in writing by letter or certificate of insurance, reflecting the FAA's contract number that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Federal Aviation Administration's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the "Schedule" or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies (reflecting the FAA's contract number to ensure proper filing of documents) available to the Contracting Officer upon request.

H.12 INSURANCE--LIABILITY TO THIRD PERSONS – AMS 3.4.1-11 (October 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed:

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for:

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)-

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the "Schedule" or elsewhere in the contract;

PART I – THE SCHEDULE
SECTION H – SPECIAL CONTRACT REQUIREMENTS

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of:

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the "Allowable Cost and Payment" clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall:

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

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H.13 – INSURANCE – AMS 3.4.1-12 (July 1996)

(a) During the term of this contract and any extension, the contractor shall maintain at its own expense the insurance required by this clause. Insurance companies shall be acceptable to the Federal Aviation Administration. Policies shall include all terms and provisions required by the Federal Aviation Administration.

(b) The contractor shall maintain and furnish evidence of the following insurance, with the stated minimum limits:

(1) Worker's Compensation and Employer's Liability. The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. The contractor shall maintain employer's liability coverage of at least \$100,000, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(2) General Liability. The contractor shall maintain bodily injury general liability insurance written on a comprehensive form of policy of at least \$100,000* per person and \$500,000* per occurrence. Property damage limits, if any, will be set forth elsewhere in the "Schedule."

(3) Automobile Liability. If automobiles will be used in connection with performance of this contract, the contractor shall maintain automobile liability insurance written on a comprehensive form of policy with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury and \$20,000* per occurrence for property damage.

(4) Aircraft Liability. If aircraft will be used in connection with performance of this contract, the contractor shall maintain aircraft public and passenger liability insurance with coverage of at least \$200,000* per person and \$500,000* per occurrence for bodily injury other than passenger liability, and \$200,000* per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000* multiplied by the number of seats or passengers, whichever is greater.

(5) Watercraft Liability. When watercraft will be used in connection with performing the contract, the contractor shall provide watercraft liability insurance. Limits shall be at least \$1,000,000* per occurrence. The policy shall include coverage for owned, non-owned and hired watercraft.

(6) Environmental Impairment Liability. When the contract may involve hazardous wastes, the contractor shall provide environmental impairment liability insurance with coverage of at least \$1,000,000* bodily injury per occurrence and \$1,000,000* property damage per occurrence. Such insurance shall include coverage for the clean up, removal, storage, disposal, transportation, and use of pollutants.

PART I – THE SCHEDULE
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(7) Medical Malpractice. When the contract will involve health care services, the contractor shall maintain medical malpractice liability insurance with coverage of at least \$500,000* per occurrence.

(c) Each policy shall include substantially the following provision:

"It is a condition of this policy that the company furnish written notice to the U.S. Federal Aviation Administration 30 days in advance of the effective date of any reduction in or cancellation of this policy."

(d) The contractor shall furnish a certificate of insurance or, if required by the Contracting Officer, true copies of liability policies and manually countersigned endorsements of any changes, including the FAA's contract number to ensure proper filing of documents. Insurance shall be effective, and evidence of acceptable insurance furnished, before beginning performance under this contract. Evidence of renewal shall be furnished not later than five days before a policy expires.

(e) The maintenance of insurance coverage as required by this clause is a continuing obligation, and the lapse or termination of insurance coverage without replacement coverage being obtained will be grounds for termination for default.

*Unless modified in the "Schedule"

H.14 TRAVEL AND TRAINING COSTS

Transportation and per diem expenses of Contractor personnel will be paid in accordance with FAA Order 1500.14, as amended, and in effect at the time each properly authorized trip is taken. Written approval from the T.O. will be issued, which authorizes travel and provides funding as appropriate. Travel, subsistence, per diem, and car rental costs shall be reimbursable not to exceed the maximum allowable for Government employees in accordance with the aforementioned Order.

Only travel and training costs, directly related to performance under this contract, shall be direct charges to the contract. All other such expenses, including the training or relocation of employees for their career development, will be charged to indirect accounts.

To the maximum extent practicable with travel requirements, the Contractor agrees to use reduced air transportation rates and services provided through available Government discount air fares for bona fide employee travel that is reimbursable as a direct cost pursuant to this contract, when the use of such rates results in the lowest overall cost.

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The Contractor also agrees to apply for lodging state tax exemptions where available for employees on official travel.

Ordinary Travel - Travel requests submitted to the Contracting Officer's Technical Representative for approval shall include the nature and purpose of the travel, rationale for the necessity of such travel, and a complete cost breakdown of the travel requirement, including transportation, lodging, per diem, and miscellaneous expenses. Total expenses for travel incurred in direct performance of this contract shall not exceed the Contract Line Item amount for travel to be provided at contract award, for each year of contract performance, without the express written approval of the Contracting Officer.

Training - It is not anticipated that the Contractor will require training for the successful performance of this contract, beyond that which the Government will furnish and fund in connection with the implementation of new programs. Should the Contractor foresee special training needs, prior written approval of the Contracting Officer must be obtained. All training requests must be fully documented, including travel requirements, in the same manner as for travel. Failure to obtain written approval may result in unallowable costs.

H.15 PURCHASES OF EQUIPMENT AND/OR SUPPLIES

The Contractor shall obtain prior written approval from the Contracting Officer's Technical Representative for any equipment, supplies or services procurement which has a total value of under ten thousand dollars (less than \$10,000.00) and the Contracting Officer's written approval for ten thousand dollars and above (\$10,000.00 or more). The Contractor shall provide with the request a business analysis of the proposed purchase, including item description, quantity required, reason for purchase, method of purchase (competitive or non-competitive), names of sources reviewed or solicited for price comparison purposes, quoted prices, rationale for source selection, place of delivery (end user), and transportation charges, if any. For any noncompetitive purchase greater than \$10,000.00, the Contractor shall provide sole-source justification. The original request shall be sent to the approval authority specified above, with a concurrent copy to the Contracting Officer or Contracting Officer's Technical Representative as appropriate. The Contractor shall not exceed the CLIN amount for Other Direct Costs (ODCs) within the performance period without written approval of the Contracting Officer.

H.16 OVERTIME

The use of overtime and billing of overtime premiums is not authorized under this contract. The Contractor is only authorized to bill the hourly rate in accordance with Section B of this contract.

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SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.17 OTHER DIRECT COSTS

The Other Direct Costs chargeable under Section B shall be paid excluding profit, with the exception of Subcontractor and Consulting Services.

H.18 NEW WORK

The Government reserves the right to include additional sites, on a sole source basis, under the contract.

H.19 EMPLOYEE PERFORMANCE DEFICIENCIES

The FTLO shall notify the Contractor, in writing, of any contract employee whose performance does not meet FAA standards. The notification shall state the specific performance deficiency and the desired performance level. A reasonable amount of time, as determined by the FAA, shall be given to the Contractor to correct the deficiency. The Contractor shall, at its own expense, attempt to correct these deficiencies. A determination by the FTLO that the Contractor has been unable to correct the unsatisfactory performance of the contract employee in the time specified may result in the determination by the Contracting Officer that the employee is unsuitable for continuation in the job classification and unable to discharge the duties of employment. Performance standards for instructors shall include obtaining and retaining instructor certification whenever required, compliance with all security and personnel suitability requirements and full adherence to those performance standards found in FAA Forms 3120-27 and 3120-28, contained in FAA Order 3120.25, Air Traffic Contract Training Administration (Attachment 4).

H.20 QUALIFICATIONS OF EMPLOYEES – AMS 3.13-7 (July 2000)

The Contracting Officer will provide notice to the Contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Contractor shall take appropriate action, including the removal of such employees from working on any FAA contract, at their own expense. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this contract.

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H.21 KEY PERSONNEL AND FACILITIES – AMS 3.8.2-17 (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

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[List key personnel and/or facilities]

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H.22 KEY - BADGE REQUIREMENTS – AMS 3.8.2-21 (August 1998)

The FAA may issue keys and badges to contractor personnel that require regular access to designated FAA work areas to perform contract work. The contractor shall assure that its personnel do not duplicate keys or use the keys and badges for other than the intended purpose, which would be a violation of security procedures. Upon (1) contract completion, (2) contract termination, or (3) discontinuation of individual contractor personnel under the contract, the contractor shall immediately return the FAA badges and keys. The contractor shall return these items to the FTLO of the respective site. In the event the contractor fails to return all keys and badges, the FAA may withhold \$100 for each badge or key not returned. If the contractor does not return the badges or keys within 30 days from the date the withholding action was initiated, the contractor shall forfeit the withheld amount.

H.23 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract will be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with the Contracting Officer's Technical Representative.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift, if conditions at the facility so require.

The Contractor shall require that all Contractor personnel who perform work at FAA facilities wear identification badges that clearly identifies individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

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If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in the CLINs, the Contractor will be advised in writing by the Contracting Officer or authorized Contracting Officer's Technical Representative, and access to FAA facilities may be denied for that employee.

H.24 PERFORMANCE OF WORK ON GOVERNMENT PREMISES

Any of the work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following:

- (a) All Contractor personnel shall, at all times, conspicuously display a distinctive badge provided by DOT/FAA or the Contractor, identifying such personnel employees of the Contractor, and shall observe such security regulations as are in effect for the particular premises involved.
- (b) The Contractor agrees that this is a nonpersonal services contract; that for all the purposes of the contract the Contractor is not, nor shall hold itself out to be an agent or partner of, or joint venturer with the Government; and that it shall neither supervise, nor accept supervision from Government employees.
- (c) The Contractor shall designate to the Contracting Officer, in writing, an on-the-premises representative to serve as point of contact for the Contractor with the Contracting Officer and Contracting Officer's Technical Representative.
- (d) Performance of work on Government premises shall be confined to the area(s) specified by the Contracting Officer and/or Contracting Officer's Technical Representative.

**H.25 CONTRACTOR PERSONNEL SUITABILITY REQUIREMENTS –
AMS 3.13-6 (July 2000)**

(a) Definitions.

(1) Access - In general the term "access" is defined as the ability to physically enter or pass through an FAA area or a facility; or having the physical ability or authority to obtain FAA sensitive information, materials or resources. In relation to classified information, the ability, authority or opportunity to obtain knowledge of such information or materials.

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(2) Classified information - means official information or material that requires protection in the interest of national security and is classified for such purpose by appropriate classification authority in accordance with the provisions of Executive Order 12958, Classified National Security Information, in accordance with the provisions of Executive Order 12968, Access to Classified.

(3) Contractor employee as used for personnel security - any person employed as or by a contractor, subcontractor or consultant in support of the FAA.

(4) FAA Facility as it applies to personnel security - any manned or unmanned building, structure, warehouse, appendage, storage area, utilities, and components, which, when related by function and location form an operating entity owned, operated, or controlled by the FAA.

(5) Operating Office - a FAA line of business, an office or service in FAA headquarters, or a FAA division level organization in a region or center.

(6) Resources - FAA resources includes a physical plant, information databases including hardware and software, as well as manual records pertaining to agency mission or personnel.

(7) Sensitive Information - any information which if subject to unauthorized access, modification, loss, or misuse could adversely affect the national interest, the conduct of Federal programs, or the privacy to which individuals are entitled under Section 552a of Title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy. Sensitive data also includes proprietary data.

(8) Servicing Security Element - the FAA headquarters, region, or center organizational element which is responsible for providing security services to a particular activity.

(b) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have access to: (1) FAA facilities, (2) sensitive information, and/or (3) resources regardless of the location where such access occurs, and none of the requirements and exceptions listed in Appendix 9, paragraph 8 of FAA Order 1600.1D pertain.

(c) Consistent with Appendices 3 and 9 of FAA Order 1600.1D, the FAA Servicing Security Element (SSE) has approved designated risk levels for the following positions under the contract:

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Position Risk Level

Contract Director – Low Risk
Contract Administrative Assistant – Low Risk
Contract Site Supervisor – Low Risk
Administrative Assistant – Low Risk
Instructor – Low Risk
Remote Pilot Operator – Low Risk
Computer Based Instruction Administrator – Low Risk

(d) Not later than 30 days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position, provided, no previous background investigations can be supported as described below, the contractor shall submit the following documentation to the SSE for an employment suitability determination.

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions, revised September 1995. The SF 85P shall be completed (all questions answered) in accordance with the instruction sheet.

- One single sheet fingerprint chart (FD-258). Fingerprinting facilities are available through the SSE and local police department. All fingerprint charts shall be written in ink or typewritten with all answerable question blocks completed, and shall be signed and dated within the 60 day period preceding the submission.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and shall serve as the basis for granting a favorable employment suitability authorization as described in Appendix 9 of FAA Order 1600.1D. If an employee has had a previous background investigation completed by a federal Government entity, which meets the requirements of Chapter 7 of FAA Order 1600.1D, it will be accepted by the FAA, however, the FAA reserves the right to conduct further investigations, if necessary. For each employee for which a previous background investigation was completed the Contractor shall provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity and approximate date the previous background investigation was completed.

The Contractor shall submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Investigations Division, ACO-300
Office of Civil Aviation Security
800 Independence Ave. SW

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Washington, D.C. 20591

Regional and Center Contracts: N/A

The transmittal letter shall also include a list of the names of employees and their positions for which completed forms were submitted to the SSE pursuant to this Clause. A copy of the transmittal letter shall also be provided to the Contracting Officer.

(e) The contractor shall submit the information required by Section (d) of this Clause for any new employee not listed in the Contractor's initial thirty (30) day submission who is hired into any position identified in Section (c) of this Clause.

(f) No contractor employee shall work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has granted its approval of the forms. However, if this provision is added by modification to an existing contract, contractor employees performing in the positions listed above may continue work on the contract pending:

(1) the submittal of all necessary forms within 30 days, but not to exceed a maximum of 30 days, and

(2) completion of a suitability investigation by the SSE, subject to the following conditions: NONE

If the necessary forms are not submitted by the Contractor to the SSE within 30 days of the effective date of the modification, the Contractor employee shall be denied access to FAA facilities, sensitive information and/or resources until such time as the forms are submitted.

(g) As applicable, the Contractor shall submit quarterly reports providing the following information to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth day following each report period: A complete listing by full name in alphabetical order with the social security number, of all contractor personnel who had access to an FAA facility, sensitive information and/or resources anytime during the report period (date of birth and social security number shall be omitted from CO and Operating Office copies of report(s)).

(h) The Contractor shall notify the CO within one (1) day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Contractor shall provide, or cause each of its employees to

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provide such security information to the SSE, and the same transmittal letter requirements of Section (d) of this Clause shall apply.

(j) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the Appendix 9, paragraph 8 requirements and exceptions do not apply.

(End of clause)

H.26 SECURITY REQUIREMENTS – AMS 3.13-2 (April 1996)

(a) This clause applies to the extent that this contract involves access to information classified 'Confidential,' 'Secret,' or 'Top Secret.'

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the Department Of Defense Industrial Security Manual for Safeguarding Classified Information (DOD 5220.22-M), and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the "Changes" clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

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H.27 PERSONNEL SECURITY REQUIREMENTS

Some tasks under this contract may require access to classified information. Security clearances will only be granted to those individuals whose work requires access to classified material. The Contractor shall comply with applicable Department of Transportation (DOT) and Federal Aviation Administration (FAA) directives relating to security. The granting of Personnel Security Clearances will be governed overall by the policies and procedures established by, and in accordance with Department of Defense (DOD) Directive 5220.22, Department of Defense Industrial Security Program. Any guidance which conflicts with the provisions of the DOD Industrial Security Manual will be directed to the Contracting Officer for resolution. The following specific stipulations apply with respect to personnel security requirements:

Suitability - The Contractor's employees performing work under this contract shall meet the same suitability requirements as Federal employees performing similar tasks. The Government may require a background investigation of each contract employee which includes but is not limited to a National Agency Check and Inquiries (NACI). If as a result of the NACI or other pertinent instance brought to the attention of the Government, the contract employee does not meet suitability requirements, the Contractor will be advised in writing by the Contracting Officer and access to FAA facilities will be denied for that employee. The Contractor shall not use, or shall promptly stop using the employee for work under this contract. Waivers or exceptions may be approved only by the Contracting Officer after coordination with the FAA Office of Civil Aviation Security Operations.

Prior to commencing full performance under this contract, the Contractor shall provide to the Contracting Officer, via the Contracting Officer's Technical Representative, the following (a) prepared documentation (blanks are available from the FAA Investigations Branch (ACO-310)) or (b) evidence of an equivalent previous investigation:

- (a)
 - (1) Questionnaire for Sensitive Positions, Standard Form 86 (SF-86) (original); and
 - (2) Applicant Fingerprint Card, Federal Document 258 (FD-258) (original)
- (b)
 - (1) Security clearance presently in effect which has been issued by the Federal Government; or
 - (2) Previously issued security clearance which was administratively terminated without prejudice less than twelve (12) months ago; or
 - (3) Previously issued NACI or higher level security investigation that was conducted for Federal employment ending less than twelve (12) months ago.

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Evidence of an equivalent previous investigation under these guidelines will be sufficient, at the Government's discretion, to allow contract employee admittance to an FAA facility. However, in the situations described in (b)(2) and (b)(3), a renewal of the security clearance must be obtained in a timely manner to facilitate continued admittance. The Director, Defense Industrial Security Clearance Office, Defense Investigative Service, Columbus, Ohio 43216, is responsible for processing and granting all industrial personnel security clearances required by this contract.

Anchorage ARTCC Special Clearance Requirements - Contractor personnel shall obtain and possess a Secret level clearance for the performance of work at the Anchorage Air Route Traffic Control Center. Attachment 6 (DOD Contract Security Classification Specification - DD form 254) of the Statement of Work discusses security requirements at this site.

Law Infractions - Upon learning that a contract employee performing work under this contract has been arrested or detained by a law enforcement authority for any offense other than a minor traffic offense ("minor" means that the maximum fine that could be imposed is \$200.00 or less), the Contractor shall immediately advise the Contracting Officer.

Employee Termination - The Contractor shall notify the Contracting Officer immediately whenever an employee performing work under this contract terminates employment. The Contractor will be responsible for returning all FAA-issued contractor/employee identification and all other FAA property.

Privacy Act of 1974 - The provisions of the Privacy Act apply to: (1) contracts awarded prior to September 27, 1975, which provide for design, development, and/or operation of a system of records on individuals for an agency function, and (2) contracts initiated on or after September 27, 1975, which may involve such system of records even when the system is not specifically identified in the particular contractual statement of work. Any contractor or employee thereof shall be considered an FAA employee for purposes of the criminal penalties provisions of the Act, if such contract is agreed to on or after September 27, 1975. FAR clauses 52-224-1 and 52-224-2 also apply herein. These provisions apply to any contractor serving as the collector, analyzer, or processor of data under grants or contracts to support FAA programs.

H.28 PERSONAL SERVICES

No personal services shall be performed under this contract. No Contractor employees will be directly supervised by the Government. Contractor employee's assignments and daily work direction shall be given by the applicable Contractor Supervisor. If the Contractor believes that any Government action or communication has been given that

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would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor shall not perform any inherently Government actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with the contract, the Contractor employee shall state that they have no authority, in any way, to change the contract. If the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until clarification has been issued by the Contracting Officer.

The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's right in any way under any other provision of the contract including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.29 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS

Facilities, Items, and Services - The performance of work shall be accomplished at Government facilities specified in Section C of this contract, except that the Contractor shall provide a private office facility for the Contract Director and Contract Administrative Assistant located within a 30 mile commuting radius of the Michael Monroney Aeronautical Center in Oklahoma City, OK. The Government shall furnish to the Contractor on a rent-free, non-interference basis, those items and services essential for contract performance. Such items include office space to the extent available, furniture, telephones, general office supplies, course materials (e.g. visual aids, student workbooks and handouts, practice problems, reference documents), and evaluation materials (e.g. end of lesson tests, block tests, phase tests, and graded laboratory problems). All Government-provided facilities, items, and services are to be used only in performance of this contract. The Contractor shall comply with all requirements to this contract, as well as all Government Property clauses referenced in this SIR.

Maintenance and Repair - The Government shall maintain and repair Contractor-occupied spaces to the same standards as like areas within the facilities, which are occupied by Government personnel.

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Alterations - The Contractor shall not make any alterations to Government-furnished space or facilities, or relocate or repair any Government-furnished equipment, except as approved in writing by the Contracting Officer with Contracting Officer's Technical Representative concurrence.

Vacating - When directed by the Contracting Officer or designated Contracting Officer's Technical Representative, the Contractor shall vacate Government-furnished space or facilities. If appropriate, the Government shall designate adequate alternative space or facilities to be used by the Contractor. The Contractor stipulates that, upon vacating space or facilities provided by the Government, same will be restored to original condition, considering reasonable wear and tear, at no expense to the Government.

Proprietary Rights - The Government acquires all rights and data to all materials produced in the performance of this contract. The Contractor shall not use or distribute training materials or any other product arising from performance of this contract other than as stated in the Statement of Work.

All equipment and materials furnished (including "paid for") by the Government, and approved equipment or material purchases by the Contractor which are reimbursable under this contract are Government property, whether expressly under signed custody of the Contractor or not, and shall be returned to the Government upon written request. The FTLO shall direct the use of all equipment and materials at each facility site.

Government property previously purchased under related, expired contracts shall be transferred at no cost to the Government. Accountability for this property is transferred to this contract and Contractor effective upon assumption of full performance.

H.30 RESTRICTIONS ON PRINTING AND DUPLICATIONS

The Congressional Joint Committee on Printing does not intend that contractors shall become prime or substantial sources of printing for departments or agencies. Therefore, the inclusion of printing as defined in this paragraph, within contracts for the manufacture or operation of equipment, or for services, is prohibited unless authorized by the Joint Committee on Printing.

This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy or preparation of related illustrative materials as part of this contract; or of administrative printing (e.g. forms and instructional materials necessary for use by the Contractor in responding to terms of the contract). It does not preclude recording manuscript copy in digital form for typesetting purposes, provided coding instructions have been approved by the Central Printing and Publications Management Office. However, the printing of such material for the Government must be accomplished in accordance with printing laws and regulations.

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A requirement for the Contractor to duplicate less than 5,000 units of only one page or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, will not be deemed to be printing primarily or substantially for a department or agency.

A requirement for the Contractor to produce or procure less than 2,500 duplicates from original microform will not be deemed to be printing primarily or substantially for a department or agency.

When printed materials required to be furnished under this contract exceed the production unit limits or are otherwise not permitted as specified above, the Contractor shall furnish such material with unjustified margins in clear typed text, on one side only, as well as line drawings and photographs which are suitable for camera-ready copy for offset printing.

The restrictions set forth above apply to each individual document and are not cumulative under the terms of this contract.

All printing funded under the terms of this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, Section 308 of Public Law 101-163, and all applicable Government Printing Office and Department of Transportation regulations.

H.31 CONFIDENTIALITY OF DATA AND INFORMATION

(a) The Contractor and any of its subcontractors or consultants in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors and consultants agree to abide by any restrictive use conditions on such data and not to:

- (1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has otherwise made the data and information available to the public; and
- (2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

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- (b) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties hereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation or organization so long as it remains proprietary.
- (c) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government “For Official Use Only”) received in connection with the work under this contract.
- (d) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors or agents.
- (e) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:
 - (1) The Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract;
 - (2) Use of an alternate subcontract source would unreasonably detract from the quality of effort; and
 - (3) The Contractor provides the Contracting Officer timely written advanced notice of these and any other extenuating circumstances.

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- (f) Except as the Contracting Officer specifically authorized in writing, upon completion of all work under the contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations or combination thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modification, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.
- (g) These restrictions do not limit the Contractor's (or Subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H.32 RELEASE AND DISSEMINATION OF INFORMATION

The Contractor shall not publish, permit to be published or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without prior written consent of the Contracting Officer. Except as required by law or regulation, no news release, public announcement or advertising material concerning this contract shall be issued by the Contractor without prior written consent of the Contracting Officer or Contracting Officer's Technical Representative. Two (2) copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer for review prior to publication.

H.33 PUBLIC RELEASE OF CONTRACT

The resultant contract(s) is/are public documents, releasable to the general public. Such contract document may be released to the public without the consent of and/or notice to the Contractor(s), except when data is determined by the FAA to be proprietary.

PART I – THE SCHEDULE
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H.34 SMALL BUSINESS/SMALL DISADVANTAGED BUSINESS/WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING GOALS

The Contractor, if not a Small Business, must establish the following below listed subcontracting goals in their subcontracting plan, submitted in accordance with AMS 3.6.1-4, “Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan”. The Contractor must attain the following goals:

Small Business	45%
Small Disadvantaged Business	10%
Women-Owned Small Business	5%

These goals apply in terms of percentages of total subcontracted dollars.

H.35 SUBCONTRACTORS/CONSULTANTS

Before employment of any subcontractor/consultant under this contract, the Contractor shall obtain the consent of the Contracting Officer. The Contracting Officer has sole responsibility for approving subcontracts and consulting agreements. In requesting such consent, the Contractor shall furnish all pertinent information required by the Contracting Officer, which may include, but not be limited to, the name or names of individuals under consideration, extent of the proposed employment, the unexecuted subcontract document, any potential conflict of interest and the rate of reimbursement.

The Contractor is authorized to use the following subcontractors or consultants in the performance of this effort:

DUCOM Incorporated
Informatica of America, Inc (IAI)
Quadratek

H.36 SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND CONSULTANTS

Any subcontractors and outside associates or consultants required by the Contractor in connection with the services covered by the contract will be limited to individuals or firms that were specifically identified and agreed to during Screening Information Request (SIR) communications. The Contractor shall obtain the Contracting Officer’s written consent before making any substitution for these subcontracts, associates or consultants.

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H.37 SUBCONTRACTING PLANS

The Small Business and Small Disadvantaged Business Subcontracting Plan, if required to be submitted by the Contractor as part of its proposal and as deemed acceptable by the Contracting Officer, is hereby incorporated into this contract.

H.38 RECORDKEEPING REPORTS

The Contractor shall maintain employment files for all contract instructors at each facility, which includes but is not limited to: background information and related experience, dates of initial certification and all instructor training, and data and results of the most recent proficiency demonstration.

H.39 INTERPRETATION OF CONTRACT (NOTICE OF AMBIGUITIES)

This written contract and any and all identified writing or documents incorporated by reference herein or physically attached hereto, constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the contract language, but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting.

It shall be the obligation of the Contractor to exercise due diligence to discover and to bring to the attention of the Contracting Officer at the earliest possible time, any ambiguities, discrepancies, inconsistencies or conflicts in or between the specifications and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligations may be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies and conflicts.

H.40 RELATIONSHIPS, INTERPRETATIONS AND MODIFICATIONS

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of or assume that Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government Contractors. The Contractor shall not take any action with respect to other Contractors which causes any change in their contract scope of work, cost or scheduling.

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No oral statement of any person and no written statement of anyone other than the Contracting Officer or the Contracting Officer's Technical Representative, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provisions of this contract.

Task Orders – Availability for services each fiscal year shall commence upon receipt by the Contractor of an annual task order signed, dated and issued by the Contracting Officer. Each task order will reference the contract, contain a delivery order number and provide a summary description of the services to be performed in Statement of Work format.

H.41 NOTICE OF TRAINING REQUIREMENTS (NTR)

Following issuance of the annual task order as indicated above, the Contracting Officer or authorized representative designated in writing shall issue a Notice of Training Requirements (NTR) whenever Contractor services are required in accordance with this contract. The Contractor shall not perform work pursuant to any NTR, which places the Contractor at risk for reimbursement of services, the Contractor shall contact the Contracting Officer immediately for clarification before commencing performance.

The FAA will issue all NTRs to the Contract Site Supervisor (CSS) at the applicable facility. When feasible, the FAA will allow at least seven (7) calendar days between issuance of the NTR and the start of classroom or simulation training. For these training evolutions and other work assignments, the FAA will attempt to provide as much advance notice as possible, although some NTRs may involve little or no lead time, such as unexpected controller remedial training. In all such cases, the FTLO and the CSS will coordinate adjustments or contact the Contracting Officer's Technical Representative for assistance in the event of disagreement.

The following conditions apply to issuance of NTRs:

- a. Projected start and completion dates, and details of the work assignment must be explicitly stated. If a start date or other circumstances relating to performance must be changed, notification to the Contractor shall be made in writing.
- b. Upon receipt of the NTR, the Contractor Site Supervisor (CSS) will normally have three (3) working days to review the work assignment and provide signed acceptance. When unanticipated circumstances require a faster reply, the CSS will be notified and requested to respond to the NTR as soon as possible.

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c. The signature of the CSS constitutes acceptance of the work assignment. Therefore, the Contractor will ensure that adequate resources are available, and that scheduling or other issues relating to the assignment have been addressed and resolved prior to signature.

The Contractor shall perform no work that has not been specifically tasked through an NTR. Notwithstanding the issuance of an NTR, the Contractor shall not perform any assigned work, which clearly falls outside the scope of the contract. If a question of contractual scope arises, the Contracting Officer will make the final determination.

H.42 INCORPORATION OF THE CONTRACTOR’S PROPOSAL

The Contractor’s proposal, dated August 14, 2000, prepared in response to Screening Information Request (SIR) Number DTFA01-00-R-00046, is hereby incorporated by reference into this contract to the extent that the proposal does not otherwise conflict with the requirements, terms and conditions of this contract. The incorporation specifically includes the Contractor’s completed Section K certifications.

H.43 REPRESENTATIONS AND CERTIFICATIONS

Representations and certifications executed by the Contractor under Section K herein and included in the Contractor’s response to SIR DTFA01-00-R-00046 shall be deemed to be incorporated herein by reference and made a part of the contract.

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

CLAUSES AND PROVISIONS INCORPORATED BY REFERENCE – AMS 3.1-1 (June 1999)

This screening information request (SIR) or contract, as applicable, incorporates by reference one or more provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://fast.faa.gov> (on this web page, select "toolsets", then "procurement toolbox").

CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY – AMS 3.1.8.1 (September 2000)

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY – AMS 3.1.8.2 (September 2000)

FALSE STATEMENTS IN OFFERS – AMS 3.2.2.3-1 (April 1996)

RESTRICTION ON DISCLOSURE AND USE OF DATA – AMS 3.2.2.3-16 (April 1996)

PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT – AMS 3.2.2.7-6 (April 1996)

OFFICIALS NOT TO BENEFIT – AMS 3.2.5-1 (April 1996)

GRATUITIES OR GIFTS – AMS 3.2.5-3 (January 1999)

CONTINGENT FEES – AMS 3.2.5-4 (October 1996)

ANTI-KICKBACK PROCEDURES – AMS 3.2.5-5 (October 1996)

RESTRICTIONS ON SUBCONTRACTOR SALES TO THE FAA – AMS 3.2.5-6 (April 1996)

DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS – AMS 3.2.5-7 (June 1999)

WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES – AMS 3.2.5-8 (April 1996)

DRUG FREE WORKPLACE – AMS 3.2.5-11 (April 1996)

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**NOTICE OF EMPLOYMENT OF FORMER UNITED STATES GOVERNMENT
EMPLOYEES (SERVICE CONTRACTS) – AMS 3.2.5-12 (November 1997)**

PAYMENTS – AMS 3.3.1-1 (April 1996)

DISCOUNTS FOR PROMPT PAYMENT – AMS 3.3.1-6 (April 1996)

EXTRAS – AMS 3.3.1-8 (April 1996)

INTEREST – AMS 3.3.1-9 (April 1996)

ASSIGNMENT OF CLAIMS – AMS 3.3.1-15 (April 1996)

PROMPT PAYMENT – AMS 3.3.1-17 (August 1998)

**MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER
PAYMENT – AMS 3.3.1-25 (October 1996)**

FAA COST PRINCIPLES – AMS 3.3.2-1 (October 1996)

**TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO
RICO – AMS 3.4.2-6 (October 1996)**

**FEDERAL, STATE, AND LOCAL TAXES--FIXED PRICE CONTRACT – AMS
3.4.2-8 (April 1996)**

**NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
INFRINGEMENT – AMS 3.5-2 (April 1996)**

RIGHTS IN DATA – GENERAL – AMS 3.5-13 (October 1996)

RIGHTS IN DATA – GENERAL – AMS 3.5-13/alt 1 (October 1996)

**REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED
COMPUTER SOFTWARE – AMS 3.5-14 (October 1996)**

RIGHTS IN DATA – SPECIAL WORKS – AMS 3.5-16 (April 1996)

**UTILIZATION OF SMALL, SMALL DISADVANTAGED AND WOMEN-
OWNED SMALL BUSINESS CONCERNS – AMS 3.6.1-3 (April 1996)**

**SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL
BUSINESS SUBCONTRACTING PLAN – AMS 3.6.1-4 (April 2000)**

PART II – CONTRACT CLAUSES

SECTION I –FEDERAL AVIATION ADMINISTRATION CONTRACT CLAUSES

MENTOR PROTÉGÉ PROGRAM – AMS 3.6.1-9 (January 1999)

MENTOR REQUIREMENTS AND EVALUATION – AMS 3.6.1-11 (January 1999)

CONVICT LABOR – AMS 3.6.2-2 (April 1996)

**PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW –
AMS 3.6.2-7** (November 1997)

EQUAL OPPORTUNITY – AMS 3.6.2-9 (August 1998)

**EQUAL OPPORTUNITY PREAWARD CLEARANCE OF SUBCONTRACTS –
AMS 3.6.2-10** (November 1997)

**AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA
VETERANS – AMS 3.6.2-12** (January 1998)

**AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES – AMS 3.6.2-
13** (April 2000)

**EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND
VETERANS OF VIETNAM ERA – AMS 3.6.2-14** (January 1998)

**EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES –
AMS 3.6.2-15** (April 1996)

NOTICE OF GOVERNMENT OF LABOR DISPUTES – AMS 3.6.2-16
(April 1996)

PREVENTION OF SEXUAL HARASSMENT – AMS 3.6.2-35 (August 1998)

CLEAN AIR AND WATER CERTIFICATION – AMS 3.6.3-1 (April 2000)

CLEAN AIR AND CLEAN WATER – AMS 3.6.3-2 (April 1996)

**CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING – AMS
3.6.3-10** (August 1998)

TOXIC CHEMICAL RELEASE REPORTING – AMS 3.6.3-11 (August 1998)

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES – AMS 3.6.4-10
(April 1996)

PRIVACY ACT NOTIFICATION – AMS 3.7-1 (October 1996)

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PRIVACY ACT – AMS 3.7-2 (October 1996)

**PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND
VEGETATION – AMS 3.8.2-10** (April 1996)

PROHIBITION ON ADVERTISING – AMS 3.8.2-19 (October 1996)

BANKRUPTCY – AMS 3.10.1-7 (April 1996)

STOP-WORK ORDER – AMS 3.10.1-9 (October 1996)

GOVERNMENT DELAY OF WORK – AMS 3.10.1-11 (April 1996)

CHANGES--FIXED-PRICE – AMS 3.10.1-12 (April 1996)

CHANGES--FIXED-PRICE ALTERNATE III – AMS 3.10.1-12/alt 3 (April 1996)

**CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVE –
AMS 3.10.1-22** (July 1996)

NOTICE OF DELAY – AMS 3.10.1-24 (November 1997)

SUBCONTRACTS (FIXED-PRICE CONTRACTS) – AMS 3.10.2-1 (April 1996)

COMPETITION IN SUBCONTRACTING – AMS 3.10.2-5 (January 1998)

DEFINITIONS – AMS 3.10.3-1 (December 1997)

GOVERNMENT PROPERTY – BASIC CLAUSE – AMS 3.10.3-2 (December 1997)

**GOVERNMENT PROPERTY – BASIC CLAUSE ALTERNATE I – AMS
3.10.3.2/alt1** (December 1997)

GOVERNMENT PROPERTY CONSOLIDATED FACILITIES – AMS 3.10.3-3
(December 1997)

LIABILITY FOR THE FACILITIES – AMS 3.10.3-4 (December 1997)

GOVERNMENT PROPERTY (FACILITIES ACQUISITION) – AMS 3.10.3-6
(December 1997)

GOVERNMENT PROPERTY – FACILITIES USE – AMS 3.10.3-7 (May 1997)

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MANAGEMENT OF GOVERNMENT PROPERTY IN CONTRACTOR'S POSSESSION – AMS 3.10.3-10 (December 1997)

CONTRACTOR'S MAINTENANCE PROGRAM – AMS 3.10.3-11 (December 1997)

INDEMNIFICATION OF GOVERNMENT PROPERTY – AMS 3.10.3-12 (December 1997)

SEGREGATION OF GOVERNMENT PROPERTY – AMS 3.10.3-13 (December 1997)

INVENTORIES – AMS 3.10.3-14 (December 1997)

DISPOSITION OF GOVERNMENT PROPERTY – AMS 3.10.3-15 (December 1997)

GOVERNMENT INDUSTRY DATA EXCHANGE PROGRAM – AMS 3.10.4-19 (August 1997)

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) – AMS 3.10.6-1 (October 1996)

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) – AMS 3.10.6-4 (October 1996)

EXCUSABLE DELAYS – AMS 3.10.6-7 (October 1996)

PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER – AMS 3.13-3 (April 1996)

SEAT BELT USE BY CONTRACTOR EMPLOYEES – AMS 3.13-5 (January 1999)

FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES – AMS 3.13-8 (January 2000)

I.1 ORDER OF PRECEDENCE – AMS 3.2.2.3-33 (January 1999)

Any inconsistency in this screening information request (SIR) or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; (e) the specifications; and (f) the drawings.

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I.2 PROGRESS PAYMENTS NOT INCLUDED – AMS 3.3.1-30 (November 1997)

A progress payments clause is not included in this screening information request, and will not be added to the resulting contract at the time of award. Submissions conditioned upon inclusion of a progress payment clause in the resulting contract will not be considered.

I.3 SUBCONTRACTING PLAN REPORTS

Reference is made to Section I, AMS Clause 3.6.1-4 “Small, Small Disadvantaged and Women-Owned, Small Business Subcontracting Plan”. Two copies each of Standard Form 294 and 295 shall be completed, in accordance with their instructions and sent to the FAA Contracting Officer.

I.4 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN – AMS 3.6.1-6 (April 1996)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract titled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) If, at contract completion, or in the case of a commercial product plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract titled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal or, in the case of a commercial products plan, that portion of the dollar amount allocable to Government contracts by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made. Failure to respond to the notice may be taken as an admission

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that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial product plans; i.e., company- wide or division-wide subcontracting plans approved under paragraph (g) of the clause in this contract titled "Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan," the Contracting Officer of the agency that originally approved the plan will exercise the functions of the Contracting Officer under this clause on behalf of all agencies that awarded contracts covered by that commercial product plan.

(e) The Contractor shall have the right of appeal from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

I.5 CONTRACT DISPUTES – AMS 3.9.1-1 (August 1999)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

- (1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
- (2) The contract number and the name of the Contracting Officer;
- (3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
- (4) All information establishing that the contract dispute was timely filed;

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- (5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and
 - (6) The signature of a duly authorized representative of the initiating party.
- (d) Contract disputes shall be filed at the following address:
 - (1) Office of Dispute Resolution for Acquisition, AGC-70, Federal Aviation Administration, 400 7th Street, S.W., Room 8332, Washington, DC 20590, Telephone: (202) 366-6400, Facsimile: (202) 366-7400; or
 - (2) other address as specified in 14 CFR Part 17.
- (e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
- (f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
- (g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
- (h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
- (i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable

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on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

I.6 PROTEST AFTER AWARD – AMS 3.9.1-2 (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer) to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides

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the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

PART III – ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

Attachment 01	Initial Transition Plan
Attachment 02	Quality Control Plan
Attachment 03	Subcontracting Plan
Attachment 04	Student Critique Form
Attachment 05	Contractor's Proposal dated August 14, 2000 (Incorporated by Reference)
Attachment 06	Mentor-Protégé Agreement effective July 12, 2000 between WCG, Inc. and Quadratek (Incorporated by Reference)

INITIAL TRANSITION PLAN

1.0 Introduction

As we are the current ATIS contractor, our Initial Transition Plan (ITP) may seem somewhat abbreviated, however we believe the actual transition will be accomplished in a well planned, orderly and efficient manner and be of no risk to the FAA's ATIS program. The plan we have designed for this effort is well thought-out and rests on our prior experience in organizing and conducting ATIS transitions. As one of the initial ATIS contractors we executed an FAA to contractor transition and later, when becoming the sole provider of ATIS training, we flawlessly executed a contractor-to-contractor transition.

Given our experience with ATIS transitions, we clearly understand the need for these transitions to occur without interruption to training and other related activities. Moreover, they must be accomplished in an effective fashion, well within the time constraints defined in the solicitation. Our plan to effect a quick and smooth transition calls for our Contract Director to manage all activity from our Oklahoma City office where close liaison can be maintained with the Contracting Officer's Technical Representative (COTR). All of our existing ATIS employees have indicated their desire to continue as our employees on the ATIS contract. Even so, all current non-supervisory ATIS field employees names will be submitted to the COTR and FTLO for review and consideration. Our current CSS's names will be forwarded to the CO, COTR and FTLO for the same purpose as well as Contract Director and Contract Administrative Assistant. We do not anticipate a significant need to recruit and screen new employees. However, should the need arise, we have on file a sufficient number of employment requests to meet any position vacancy needs. All CSS are required to maintain a listing and resumes of potential instructor candidates and to identify a hiring priority based upon their decision as to who would be the most capable Instructor.

2.0 Establishing an Orderly and Effective Initial Transition Process

Understanding the need for an orderly and timely initial transition process, we have developed and will work from a milestone accomplishment schedule. The transition team will be headed by our Contract Director for the awarded contract and consist of:

- Contract Administrative Assistant for awarded contract;
- Our Human Resource Manager; and
- Sub-Contractor's Representative.

The team will be directly accountable to and will receive guidance from our Contract Director for each identified transition event for which they are responsible. We do not anticipate the need for Government furnished training during this transition since all proposed instructional staff will likely be incumbents and as such have already completed all required training. We will fully conclude the transition well within the allotted 75 days.

Immediately following award our Contract Director will coordinate with the COTR to schedule meetings for progress reviews and to receive any necessary instruction and

orientation. He will be available throughout this period and on a continuing basis to meet with and discuss any issue of interest with The CO and COTR.

Our plan to achieve full performance capability is contained in the discussion of actions and events that follows and in a schedule shown in **Figure-1** (at the end of this Plan).

3.0 Ability to Support Acquisition of Qualified Personnel

Our ability to acquire competent instructional and support staffs has been demonstrated over the years and during initial phase-in at every ATIS site. We view this transition as an opportunity to affirm that all ATIS field staffs are acceptable for the training tasks or that adjustments may be needed. Accordingly, well before 30 days after award, our Contract Director will send an overnight package containing the names and resumes of all current ATIS contract employees to the COTR and to the FTLO of each ATIS site. Similarly and simultaneously, the names and resumes of the Contract Director, Contract Administrative Assistant and all Contract Site Supervisors will be sent to the CO and COTR. These transmittals are for review and comment. Should comments be received indicating an unacceptable candidate, these individuals will not be included as ATIS contract employees. If no comments to the contrary are received, after 15 days our proposed staffs will be considered as acceptable. Should any proposed employee not be acceptable, depending on the employment category, we will determine the best replacement candidate and submit that person's resume for consideration by the appropriate FAA authorities for consideration. We consider the COTR as having final acceptance authority over all ATIS field employees except the CSS's and the Contracting Officer over the Contract Director, Contract Administrative Assistant and CSS's.

We have recently directed all CSS's to review their resume files for currency and identify more recently qualified retirees to determine their interests in becoming an Instructor. In consideration of recent changes in ATC equipment and procedures, current operational or instructional experience is an asset, both to the FAA and contractor. Recently retired individuals have been requested to offer their resumes for potential employment.

3.1 Recruitment, Employee Orientation and New Staff Review

The Contract Director will remain in his Oklahoma City office to direct needed transition team activity and to communicate with FAA principals throughout this initial period. Should there be a need to recruit and provide orientation for new employees the CSS's are responsible for this activity at their assigned site and the Contract Director is responsible for CSS recruiting and orientation. Not later than 40 days after award, contractor staff recruiting, orientation and processing will have been validated and will be concluded. Replacement candidates, if required, will be screened, identified and coordinated, to determine their acceptability. Following these pre-hire activities, and not later than 50 days after contract award, acceptable candidates will be offered employment and complete security and orientation requirements.

Our company ATIS Procedures and Policies contained in **Appendix A** of our Employee and Supervisor Handbooks informs supervisors and employees of FAA and our standards pertaining to employment on this contract. The material is all encompassing, ranging from sexual harassment actions to NTR processing responsibilities and is in accord with current FAA directives and practices. Orientations are conducted using these documents which also describe employee responsibilities and benefits. These documents are always available for FAA review and will be updated to coincide with the new ATIS contract not later than 25 days after contract award. All employment offers will be contingent on FAA concurrence and will clearly identify that employment is subject to site work requirements.

4.0 Assumption of Required Instruction Without Service Degradation

Throughout the transition process and continuing for the length of the service's contract our Contract Director will track, compare and validate each site's resource allocations and NTR tasking. It will be essential to maintain the detailed understanding of each site's activities in all areas of Task A through I. The automated tracking of NTR's, labor projections, actual work conducted and budgets allow both the Contract Director and the COTR to monitor and control activity and costs. With our current staffs and program controls there will be no service degradation. Moreover, there will be continuity in all aspects of our field training support services during this transition from the existing ATIS contract to the new ATIS contract.

Well before the deadline date of 60 days we will have validated and reported to the COTR that each site is continuing all required and approved services, without exception.

4.1 Validation of Post Award Performance and Other Required Activities

Each CSS will conduct an Interim Self-Evaluation of the ATIS Program's contract performance and report their findings no later than 60 days following contract award. This evaluation will include a re-validation of all site personnel performance, records maintenance, training material currency, reporting systems requirements and response, NTR status as compared to projections and a brief summary of student progress. Accompanying the evaluation report will be a brief discussion on the CSS's plan to correct deficient conditions. The reports will be available for FTLO and COTR review upon request. This evaluation is additional to the required annual assessment.

Prior to 75 days following award, our Contract Director will coordinate with the COTR to arrange for the Review of Contractor Performance for all Contract Requirements. The CSS prepared Interim Self-Evaluation Reports will be available for review during this performance assessment process.

The Contract Director will receive comment on our proposed Quality Control Plan, submitted to the COTR and CO within 7 days of contract award and, within 30 days of contract award, submit a final Plan containing all required changes received from the FAA. After this, no changes will be made to the Plan without written approval by the CO.

4.2 Transition Complete

Each of the events listed in **Table 1, Schedule of Critical Milestones**, is a Not Later Than (NLT) date. We fully expect, because of our incumbency, to complete these events well before the allowable time and will put forth maximum effort to accomplish the transition in the minimum amount of time possible without adversely impacting the ATIS effort. As a maximum, on Day 60, following the Monday after award, all activities will be complete and a seamless transition will have taken place. We fully understand that the Contracting Officer must approve any deviation from the schedule listed in Section C of the SIR.

Our Contract Director will provide the COTR a report and briefing on our Performance during the entire process, including accomplishments, problems and resolutions upon completion of the transition.

4.3 Schedule of Critical Milestones and Involved Personnel

A schedule of critical milestone dates -- the dates by which we will accomplish the various transition events, and contractor personnel participating in each event is shown in **Table 1**. All dates for the transition period schedule shown are calendar days commencing the first Monday after contract award.

Table 1: Schedule of Critical Milestone Completion Date

Description	Milestone Day	Location	Office of Primary Responsibility
Conduct TELCON with all CSS's and provide brief overview of tentative ITP	NLT Day 1	All ATIS Facilities	Proposed Contract Director
Request conformation that the proposed Contract Director is approved by the CO and COTR.	NLT Day 2	Contractor's Headquarters	Vice President for Aviation
Initial ATIS contract Orientation by FAA for CD and CAA	NLT Day 7	Oklahoma City	Contracting Officers Technical Representative and Contracting Officer
Submit Quality Control Plan For Comments	NLT Day 7	Oklahoma City	Contract Director
Meet with COTR to validate Transition Plan and incorporate changes as necessary	NLT Day 15	Oklahoma City	Contract Director
Fax copy of final ITP to all CSS's and conduct TELCON review	NLT Day 16	Affected Facilities	Contract Director
Update ATIS Procedures and Policy Guide.	NLT Day 25	Oklahoma City and Corporate Headquarters	Contract Director, Human Resource Manager and CAA
Update FAA Orientation Guide.	NLT Day 25	Oklahoma City and Corporate Headquarters	Contract Director, Human Resource Manager and CAA

Table 1: Schedule of Critical Milestone Completion Date

Description	Milestone Day	Location	Office of Primary Responsibility
Submit Resumes of all CSS's and Instructional Staff for review and approval in accordance with the SIR, Section C, Paragraph 4.5.6.	NLT Day 30	Oklahoma City	Contract Director/Subcontractor
Forward letter to the COTR requesting review and approval of the submitted Quality Control Plan	NLT Day 30	Oklahoma City	Contract Director
Travel to Sub-Contracted sites to discuss change in employer-employee relationship and enable recruitment by sub-contractor.	NLT Day 35	Affected Facilities	Contract Director, Sub-contractor, Human Resource Manager, Contract Site Supervisor
New candidates, if needed, approved; security requirements, and hiring completed.	NLT Day 50	Affected Facilities	Contract Director
Operational Orientation and Training for CSS's via TELCON	NLT Day 50	Oklahoma City Affected Facilities	Contract Director Contract Site Supervisor
Operational Orientation and Training for non-supervisory site personnel	NLT Day 60	Affected Facilities	Contract Site Supervisor
CSS submit Interim Self-Evaluation report with corrective measures.	NLT Day 60	Affected Facilities	Contract Site Supervisor
Commencement of Instructional Services including zeroing out all active NTR's and processing NTR's for the New ATIS Contract – Transition complete.	NLT Day 60	Affected Facilities	Contract Director Subcontract Site Supervisor Subcontractor
Contract Director meets with COTR for a review of Contractor Performance.	NLT Day 75	Oklahoma City	Contract Director Contracting Officers Technical Representative

4.4 Transition of Additional Facilities

We understand the need for the 60 day maximum for Phase-in activities and upon notice, will submit a TIP within 15 days. As the incumbent ATIS contractor we have had the opportunity to transition four Facilities and several Satellite sites. All of these transitions were conducted without incident and in compliance with submitted and approved Transition Implementation Plans. Each of these plans contained the required processes to enable an orderly and effective process for transitioning the required service, the acquisition and assignment of a qualified instructional staff and provisions for the assumption of facility training services without degradation of existing training services.

4.5 Phase-Out Transitions

Primarily our role will be to compliment the Initial Transition Plan of the FAA, or other contractor assuming ATIS responsibilities. In doing this, we will prepare and submit our Phase-out Transition Plan within 15 days of COTR notification. We will have available an inventory of all pertinent FAA directives, DSR, ETG and TRACON Pro scenarios, Lesson Plans, Academy prepared lessons and guides and the CBI library. Training records files and status will have been made current as well as any tasking regarding facility records. Should, because of ITP timing, any training material not be current we would identify these items. Normally, all documentation and training materials for which the contractor is responsible are current. In summary, we will support the ITP of the new ATIS provider, ensuring Phase-out of our services within 60 days and make certain there are no surprises.

Figure 1: Timeline of Events (All dates are No-Later-Than Days Following Monday after Contract Award)

Events	Days After Contract Award							
	10	20	30	40	50	60	70	75
Telecon with CSS's	σ (day 1)							
Submit CD Resume	σ (day 2)							
Contract Orientation for CD/CAA	σ (day 7)							
Final Approval of ITP	—σ (day 15)							
Update Company Management & Employee Guidelines	—σ (day 25)							
Submit Staff Resumes	σ (day 30)							
Request Approval of QA Plan	σ (day 30)							
Orientation of Subcontractor & Transition of Employees	σ (day 35)							
Orientation Training for CSS	σ (day 50)							
Orientation Training for Staff	σ (day 60)							
Interim Self Evaluation	σ (day 60)							
Process NTRs Against New Contract and Commence Training Activities	σ (day 60)							
Review of Contractor Performance	(day 75) σ							

ATIS

QUALITY CONTROL PLAN

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1.0 Introduction and Background

We, the Washington Consulting Group (WCG) ATIS contract staff, are fully aware that quality control (QC) is not an activity that we do semi-annually or even monthly. Quality Control is and must remain a part of our daily tasks. The written standards we use to measure our individual and program results are found in FAA training documents, the contract for ATIS support services, accepted NTRs, our own self-evaluation requirements, position descriptions and company policies. Finally, each student's success, in the OJT Stages, is the ultimate measure and validation of our quality control efforts. Effective QC at each ATIS Program level will help ensure positive contributions to the FAA training mission.

Any program of this magnitude needs employee understanding, support and an organized process to gauge and improve upon the health of services being provided. The process requires that every ATIS employee, both in the field and Program Office, participate fully in the "QC" process and its objectives. The WCG Mission Statement relates closely to our ATIS commitment:

Company Mission Statement

America has entered the 21st century, and every enterprise, including our Federal Government, face challenges and opportunities unprecedented in scope and complexity. Increasing numbers of technological enhancements, a need for more cost-effective solutions and productivity and competition for talent make it necessary that businesses and the Government look outside their own limited resources for talent to support their activities.

The WCG was founded to provide cost-effective support and solutions in the areas of technology, training and program specific ATC and Airspace Analysis and design requirements. We do this by acquiring and maintaining staffs of talented and motivated experts and a responsive organization. We believe our colleague's high standards in Quality, Integrity and customer Response have been and continue to be of great value to our clients and the source of our company's success.

2.0 Quality Assurance Responsibilities

2.1 Purpose

This plan informs Air Traffic Instructional Services (ATIS) contract staff of the processes we will employ for ensuring that quality control is applied to each day's work routine.

2.2 General

All employees that support, directly or indirectly, the ATIS contract are responsible and accountable for compliance with the provisions of that contract as well as company policies. Each of us will provide the quality services contracted for by our customer, the FAA. If new or additional tasks are to be performed, the tasking and acceptance shall comply with contract requirements and documented in an approved Notice of Training Requirements (NTR). If it is a service not clearly identified within the scope of the contract, or there is a need for interpretation, the Contract Director shall be consulted.

Information pertaining to the ATIS contract, training assignments, procedures or contract management may not be divulged to anyone except authorized FAA personnel. Requests for such shall be referred to the FTLO or Contract Director, as appropriate.

2.3 Contract Director (CD)

The CD is responsible for overall management of Quality Control and for implementing this Plan. The CD is accountable to the Aviation Division Vice President for the successful management of the ATIS contract training program. Accordingly, the CD will:

- Provide informal status reports for the Aviation Division Vice President on a weekly basis;
- Conduct detailed formal program reviews monthly. These reviews will include:
 - status reports on training effectiveness at each facility;
 - resource management;
 - financial audit; and
 - the results of any facility assessments conducted internally, or by the FAA;
- Identify outstanding accomplishments as well as potential deficiencies and the plan corrective action;
- Assure that the QC policies and mechanisms defined in this plan are in place and practiced in the ATIS Contract office and at each contract site by:
 - Collecting and reviewing the results of the CSS annual Internal Self Evaluation;
 - Conducting second level analysis of the FAA semi-annual instructor assessment;
 - Reviewing available FAA Quality Assurance (facility and national) findings regarding training performance and following up, when warranted;
 - Periodically reviewing student critiques;

- Consulting with the CSS on training results and performance;
- Monitoring CSS and the Contractor Director's office records and reporting systems for contract conformance;
- Conducting program reviews with the COTR to assess performance, hear concerns and exchange training data;
- Conducting personal follow-up on any problem reported in FAA or company conducted evaluations, Annual Performance and Quarterly Reports or from any other source;
- Reviewing invoices for accuracy and completeness;
- Initiating a review of this QC plan for possible revisions, to be effective within 30 days after the completion of each contract year.

2.4 Company ATIS Office Administrative Assistant (CAA)

The incumbent provides direct support to the program by conducting accuracy reviews of data from the field facilities and internally from *company* support offices. These reviews include labor hours reports, cost data, invoices and the adherence to filing of contract required communications and data inputs. The CAA will ensure that all company files and contract and employee records are maintained in a secure, current and readily available state. The CAA will maintain a "call-up" file for each facility's required submission of reports, such as: self-evaluations, student critiques, performance reviews and CSS audit of instructor classroom and monitors. ATIS files will be maintained for each site, including satellites, which contain, by subject matter all reports received from the appropriate CSS or FAA.

2.5 Contract Site Supervisor (CSS)

The WCG incumbent is responsible for the facility level management of ATIS contracted services and resources. Each CSS is accountable for instructional performance, adherence to FAA and *company* policies, effective communications and relationships at their assigned facility and satellites. As part of their QC efforts, the CSS shall:

- During each November, conduct and report results of an annual self-evaluation, using company guides included in this Plan as appendices;
- Review position descriptions and expectations with each employee during the annual Performance Review;
- Coordinate and obtain FTLO approval for all training schedules and instructor assignments;
- Monitor each classroom and Lab instructor's performance and record results on the appropriate FAA forms;
- Review FAA class or lab monitor reports with copies forwarded to the CD. As necessary, conduct needed corrective measures and inform the CD of results;

- Assess student critiques to be aware of trends or deficiencies and implement corrective measures, when needed and forward randomly selected samples of (unsigned or sanitized) critiques to the CD;
- Take prompt action in response to unacceptable or exceptional performance. Consult with the CD regarding a deficient condition in any part of the ATIS program;
- Solicit feedback from the FTLO or other FAA approved knowledgeable source on OJT performance as it relates to contractor preparation of students;
- Request QC assistance from the CD when needed;
- Coordinate with the FTLO to gain insight on instructional effectiveness;
- Validate precise accuracy in labor hours reporting for all employees;
- Review training records and courseware for currency and conformance;
- Welcome and be responsive to FAA Evaluator's efforts and input on the training and fully comply with any assigned follow-on action; and
- At Hub locations, conduct sufficient visits to satellites to ensure WCG performance is in accord with the ATIS contract, to hear comment from local FAA staff as well as WCG employees.

CSS' shall make a continuing effort to improve local training service and enhance its contribution to the ATC system. CSSs are instructed, if approved by the FTLO, to implement the following QC measures to generate feedback and suggestions on our support services to assist in identifying needed training improvements:

- Conduct "No Holds Barred" end of Stage LISTENING sessions with graduating students and invite the FTLO to attend (This program has been approved by a COTR, provided the FTLO concurs);
- Inform the FTLO that you are available to conduct meet with Managers, Supervisors, OJT Instructors (OJTI) or others to hear their comments on training;
- Coordinate with the FTLO, if it feasible, for the student's OJTI(s) to observe a lab exercise; and

(Note: Random Visits during graded exercises shall be avoided.)

- Coordinate with the FTLO to permit follow-up meetings between the student's OJTI and WCG Stage Instructor, approximately 30 days after phase completion.

2.6 ATIS Contract Instructional Staff

Instructors and CBI Administrators are accountable for the quality of their instruction as well as the currency and accuracy of courseware used in self-study, class and lab. The content of these materials shall conform to the IPG and FAA training orders and reflect the current ATC operation for the position, sector or area. The instructor is responsible for ensuring training objectives are being attained.

Specifically, Instructors scheduled and assigned to teach will:

- Begin training after assuring they are knowledgeable on the subject, prepared to teach and that all training materials are current and arranged in the order of training delivery; and
- Assure students are actively involved in the instructional process by:
 - Encouraging questions;
 - Asking questions and frequently reviewing earlier lesson subjects;
 - Initiating discussion, rather than relying upon spontaneous student reaction;
 - Using informal group rules, which inspire more discussion than a formal structure for responding;
 - Recognizing individual differences in students while applying a common standard for all;
 - Helping students to be at ease and encouraging participation without fear of being criticized. These suggestions will help:
 - Don't use clichés in answering;
 - Ask for student ideas on how best to resolve an ATC situation;
 - Learn some non-offensive personal background experiences of students;
 - Don't ask inappropriate questions that put the student on the defense;
 - Don't be judgmental, remember, you are trying to understand how to help the student learn;
 - Don't act defensive;
 - Stay on the subject; and
 - Don't give unneeded advice.
- Seek and assess feedback from students and OJTIs' regarding how well they were prepared for OJT; and
- Ensure training records are current and acknowledged; and, at satellite locations, ensure the CSS is briefed on task completion and progress.

3.0 EMPLOYEE RELATIONS WITHIN COMPANY AND FAA

The WCG provides employees with an Employee Handbook. The Employee Handbook provides benefits, personnel policies, procedures and practices of the company. The Handbook also contains Appendices that address special or unique Procedures and Policy that apply to a specific Contract. Appendix A of the Handbook contains a summary of the requirements and responsibilities required of our company and employees by the ATIS Contract.

3.1 Employee Demeanor

We all must maintain standards of honesty, integrity and quality service in all of our business dealings. When providing training services to FAA employees we will demonstrate exemplary standards of conduct and behavior.

Students work under pressure and stress to progress within the FAA training program. Our instruction and individual conduct must be of an order that enhances the student's learning and ability to qualify in OJT. Regardless of the source, we will not accept the appearance of unequal treatment, harassment of any type or discrimination in the training environment. If suspected, these events shall be reported to the responsible party, the CSS, CD or FTLO, as appropriate. Our conduct, integrity, honesty, work habits, instructional abilities and professional standards are positive influences for students.

3.2 Meetings

Meetings are an essential element in providing services to the FAA and to our own personnel. All meetings addressing contract matters, performance or the company shall be documented for contract files. And, meetings that may incur cost shall be forwarded to the CD for review or processing.

3.2.1 Satellite Training Sites

At satellite locations, if a discussion is held that may alter an approved NTR ensure that the CSS is advised in order for the matter to be referred to the FTLO.

3.3 Communications

Communication, particularly in a teaching situation, is a key element in how well the student learns and how well the instructional team performs. Communication breakdowns within the instructor team, with the client or students is destructive to successful relationships and to the training objective. WCG employees spend a great amount of time communicating technical information, offering alternative control solutions and modifying student actions; these instructor-to-student communications are a vital part of successful learning, accordingly the manner in which they are conducted is important to both the student and instructor. The following examples support effective communications:

- Present written and verbal subject matter simply and concisely, do not wander from the lesson objective;
- Listen to verbal and look for visual feedback from students;
- Never talk down to students or anyone, for that matter;
- Encourage open exchanges of ideas in classroom, but do not stray from the subject;
- Be open and fair;
- Know your subject better than anyone, be accurate;
- Critique the performance, not the performer;
- Encourage candid feedback;
- Put others at ease; and
- Accept that there are differences in the rate of learning, but not in the standards that apply.

These are common instructional techniques that we need to practice, otherwise instruction and communications can be ineffective.

4.0 Personnel Placement

We are responsible for providing the appropriate number of qualified managerial, supervisory, instructor and administrative support staffs necessary to ensure satisfactory accomplishment of contract requirements. We have demonstrated our ability to meet this goal through effective program management and quality field leadership, administration and, most important, effective Instructors. The acquisition and effective utilization of quality resources is a key to Quality Control.

4.1 Personnel Hiring

The ATIS level of effort and resource needs fluctuate, accordingly each CSS and the CD must be able to forecast program changes and respond to these dynamics. The following practices support our ability to be responsive:

- Each CSS shall maintain a listing and resumes for replacement or additional need, if none are available the CD shall be notified to initiate an expanded search;
- Each CSS shall advise the CD, if it is determined an employee plans to resign;
- The CD shall maintain a file of applicants with skills appropriate for the ATIS;
- Prior to hiring, the CSS shall coordinate with the CD and then obtain comment on the applicant from the FTLO; and
- The CD will coordinate with appropriate FAA offices and obtain required approvals prior to hiring.

4.2 Affirmative Action

The company is committed to participate in and support EEO efforts to increase employment opportunities for qualified minorities, females, the handicapped and Vietnam veterans. In order to facilitate acquisition of a diversified workforce the CSSs shall use the company provided contact's list of State, College and Minority offices for qualified candidates, particularly for the CBI Administrator and Administrative Assistant positions. Additionally, local FAA contacts will be used to identify qualified candidates for Instructor positions. The company ATIS Procedures and Policy guide provides further information on this subject.

4.3 Controlling Costs

All employees will employ cost-effective procedures and habits. In order to maximize the utilization of available contract budgets the following will apply:

- Only essential approved and directed travel will be conducted and any travel will comply with contracted requirements;
- The CSS shall ensure a completed and approved NTR is received from the FTLO before each work assignment. Progress will be monitored and reported through the WCG Air Traffic Instructional Services Management Information System (ATISMIS) in order to track projected and actual labor and cost results; The CSS shall monitor

all of their staff's labor hour reports daily and ensure entries accurately reflect the actual work hours in the work area and on the specific assigned contract Tasks;

- Overtime pay or compensatory time are not authorized. No work shall be performed by any employee in excess of 40 hours per week, unless authorized by the FAA Contracting Officer and remember, no "comp time" arrangements are permitted; and
- Employee's cost saving ideas are encouraged and should be directed to the CD.

4.4 Sensitive Position Security Requirements

All employees hired must meet the same suitability requirements as Federal employees working at the assigned facility. All employees hired who have evidence of a previously completed National Agency Check and Inquiries (NACI) Background Investigation, or held a higher level security clearance and their Federal employment ended less than 12 months prior to employment, need only complete Company Form "ATIS Employment Suitability." All other applicants shall complete the following forms before hiring:

- Questionnaire for Public Trust Positions (Standard Form-85P—Revised Sept 1995);
- Fingerprint Application (Form FD-258). Fingerprinting will be performed by the local FAA fingerprint specialist, if available, or the local law enforcement agency. Forward all originals to the Contract Director.

5.0 Performance

5.1 WCG Performance Standards and Compliance

Each employee receives a position description with clear performance standards. The standards shall be reviewed with each employee at least twice each year at the beginning and mid-term of the rating period. The discussions shall be documented and retained.

Performance or conduct problems will be handled according to their seriousness. CSSs will address minor infractions by counseling and documentation. More serious problems require either a written reprimand or immediate removal from employment. Uncorrected deficient performance or determination of unsuitability will result in termination.

CSSs will inform the CD and FTLO of performance deficiencies and the measures planned to correct them. The CSS shall document all performance related discussions, performance improvement plans and results, including items initiated by the FTLO.

5.2 Performance Appraisal

5.2.1 Performance Discussion

The employee's position performance standards shall be used as a guide for discussing the performance appraisal. An interim review of performance shall be conducted no later than six months into the appraisal period.

5.2.2 Performance Documentation

Performance appraisal discussions shall be documented using the Employee Performance Rating Form and retained for at least two years. The form shall contain at least the following information: the employee's performance rating; date of the discussion; employee and supervisor's signature; record of discussion; and comments, or notes, as necessary. A copy of the appraisal shall be forwarded to the CD.

5.2.3 Retention of Other Documentation

In addition to the appraisal requirements, any discussion regarding employee conduct or performance shall be documented and retained.

5.2.4 Performance Awareness

Performance appraisal is an on-going requirement for the CSS. The CSS shall be aware of the performance of all contract employees on a continuing basis. Performance issues, positive or negative, shall be acted upon as soon as they become known. Accordingly, this means that the CSS must employ an effective action plan each day to remain aware of performance, required training activities and required actions. Organizing the daily priorities in terms of importance is essential to the CSS'

effectiveness. As a working supervisor, certification and currency shall be maintained for instructional services performed. The time spent directly on non-supervisory tasks shall not exceed 50% of the work hours.

5.2.5 Certification

All instructors must be certified by the FTLO every 6 months in classroom Stages with separate over-the-shoulder certifications for laboratory position certifications. The CSS is responsible to ensure certifications are completed prior to expiration. If a certification lapses, the person cannot instruct in that function until re-certification.

5.2.6 Employee Instructional Deficiency

When notified by the FAA or determined by the CSS during certification process, or monitors, that an employee is deficient, needs to improve or is unsatisfactory, in any category, the CSS shall notify the CD, immediately. If the CSS is satisfied that the deficiency is correctable, within five working days, the CSS and the employee together shall define, develop and implement a Plan to resolve each deficiency. This performance improvement plan will describe the performance or conduct to be improved and prescribe the remedial training or action needed to correct the condition. A schedule shall be established for completion, and after satisfactory completion the CSS shall periodically review the employees performance to ensure the situation was permanently resolved. The CSS shall coordinate this effort with the CD and FTLO before any discussion with the employee. The CSS will forward a copy of the coordinated plan to the CD.

Any employee who fails to complete remedial training or to satisfactorily perform after the corrective action shall be removed. The CD site visits shall include monitoring employees who have received remedial training since the last site visit.

5.3 Performance Development

The CD or CSS, as appropriate, will identify any training that is necessary to ensure contract compliance. The CSS shall submit their requirements to the FTLO on a case-by-case basis. The CD must submit additional requests for training to the COTR by April 1 for each fiscal year. The requirements will include the anticipated number of attendees for particular course. As a routine part of the performance appraisal the CSS shall include employee development and solicit employee feedback on needed training. The CSS shall ensure that WCG employees receive proficiency training as appropriate.

5.4 WCG Internal Self-Evaluation

Annually, during November, an internal self-evaluation shall be accomplished at each site. The evaluation shall be completed by November 25th. If deficiencies are identified, a status report addressing corrective actions will be generated monthly until each deficiency is corrected. The report format and forms for the evaluation are contained in Appendices to this Plan. If items indicated on the forms are not applicable at a site, enter not applicable (N/A). If additional items are required, add them where appropriate.

5.4.1 Objective

The objective of our internal self-evaluation is to ensure that we are meeting our contractual and company requirements and to provide the CSS with an opportunity to identify and take action on areas in need of improvement.

5.4.2 Interpersonal Relations

In addition to the programmed areas of evaluation outlined in the Guide, the CSS will want to measure interpersonal relationships with facility personnel. For example, are contract personnel fostering a helping attitude; aware of current operational ATC conditions and needs in their area of instruction, being factual; training effectively in favorable or sensitive conditions; resolving conflict; not allowing situations detrimental to learning to exist in class or lab; and supporting achievement of facility training objectives. These are realities that we must stress in our daily contacts.

5.5 WCG Quality Control Plan Review and Revision

This QC document will be reviewed and revised annually, and submitted to the FAA for comment and subsequent revision 30 days after the end of each contract year. Accordingly, a call for comments to each CSS will be circulated 60 days before the end of the contract year. However, as QC is an integral part of our daily activity, suggestions are encouraged as they are formulated.

6.0 Reports and Records

6.1 Monthly Activity Report

This report will be prepared and submitted to the CD within 5 days following the end of the month. The Report will summarize each Sites training activities, including accomplishments and problems. It will include summaries of Labor Hours; Developmental training activities, including, number and stage of training; CPC training activities ;and CBI training activities. It will also contain labor hour projections and General information about the state of training at the reporting facility. Appendix D, of this Plan, contains the form to be used for this report. The data from this report will be used to generate the Contractually required Monthly Status Information (MSI) Report.

6.2 Facility Records

6.2.1 Content and Retention

Each CSS shall ensure complete and accurate records are maintained for all contract supported activities. These reports shall include: Notice of Training Requirements (NTRs), meeting minutes, NTR generated data, training schedules, student critiques, memos, letters and other company related material. Each CSS shall retain, in a secure file, personnel records, ratings, counseling minutes, meeting notes, recruiting efforts and applicant resumes, NTRs and FAA or Company correspondence.

6.3 Employee Records

6.3.1 Resumes

The CSSs employment files which shall include current resumes for the entire staff.

6.3.2 Training Records

The CSS shall maintain training records on each employee. The training record shall include date(s) when training began, date(s) completed, required supplemental, including Cadre training, correspondence related to training, certification, re-certification date(s) and forms, source of training received, hours of training, broken out by function, sector, position and area. Satellite employees shall provide their CSS with documentation on any training received.

APPENDIX A

CSS SELF-EVALUATION FOR EN ROUTE FACILITIES

CSS EN ROUTE INTERNAL SELF-EVALUATION

PART I. TECHNICAL OPERATIONS

STAGE II — ASSISTANT CONTROLLER TRAINING

STAGE III — NONRADAR/RADAR ASSOCIATED CONTROLLER TRAINING

STAGE IV — RADAR CONTROLLER TRAINING

PART II. INSTRUCTOR PERSONNEL

PART III. RECORDS MAINTENANCE/ADMINISTRATION

PART IV. LABORATORY

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE II — MATERIALS			
1. REVIEW OF ALL LESSON PLANS a. CURRENT b. FAA APPROVED			
2. MAPS a. CENTER MAP CURRENT b. AREA OF SPECIALIZATION MAP/CHARTS CURRENT c. ASSIGNED POINT VALUES CURRENT			
3. CBI a. FAA LESSONS/DATA CURRENT b. LOCAL MODULES-TIME OF MOST RECENT REVIEW			
4. STUDENT HANDOUTS (HOW MANY) a. CURRENT b. FAA APPROVED			
B. STAGE II, ADMINISTRATION			
1. EN ROUTE DEVELOPMENTAL STUDY GUIDE a. CURRENT b. COMPLETED/STATUS			
2. ARE TEST/CBI SCORES RECORDED FOR ALL APPROPRIATE ITEMS			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
3. PRACTICAL APPLICATION			
4. FLIGHT DATA POSITION, NON-AUTOMATED (SECTOR EQUIP. /STRIP PREPARATION /DISTRIBUTION): ARE LOCALLY DEVELOPED SCENARIOS USED FOR TEACHING: a. CURRENT & DATE OF LAST REVIEW b. FAA APPROVED			
5. FLIGHT DATA POSITION, AUTOMATED (COMPUTER ENTRY/DATA DISTRIBUTION): ARE LOCALLY DEVELOPED SCENARIOS USED FOR TEACHING: a. CURRENT & DATE OF LAST REVIEW b. FAA APPROVED			
6. ANY 3120.4 REQUIRED SUBJECTS THAT CANNOT BE TAUGHT IF "YES", LIST SUBJECT/S AND REASON FOR NON-COMPLIANCE			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
C. STAGE II EVALUATION			
1. CENTER MAP - ARE DRAWING REQUIREMENTS IN COMPLIANCE WITH 3120.4			
2. AREA/SPECIALTY MAP - ARE DRAWING REQUIREMENTS IN COMPLIANCE WITH THE 3120.4			
3. NON-AUTOMATED FLIGHT DATA PROCESSING a. ARE TESTS (1) CURRENT (2) FAA APPROVED b. ARE LOCAL SCENARIOS (1) CURRENT (2) FAA APPROVED			
4. AUTOMATED FLIGHT DATA PROCESSING a. ARE TESTS: (1) CURRENT (2) FAA APPROVED b. ARE LOCAL SCENARIOS (1) CURRENT (2) FAA APPROVED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
5. COMMUNICATIONS SYSTEM OPERATIONS-FAILURES			
6. COMPUTER EQUIPMENT OPERATIONS a. ARE EXAMS: (1) CURRENT (2) FAA APPROVED b. ARE LOCAL SCENARIOS (1) CURRENT (2) FAA APPROVED			
D. STAGE II OTHER ITEMS (UNIQUE FOR THE FACILITY)			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE III—MATERIALS			
1. LESSON PLANS (HOW MANY)			
a. CURRENT			
b. FAA APPROVED			
2. MAPS:			
a. AREA(S) OF SPECIALIZATION CURRENT			
b. ASSIGNED POINT VALUES CURRENT			
3. STUDENT HANDOUTS (IF USED)			
a. CURRENT			
b. FAA APPROVED			
B. STAGE III—ADMINISTRATION			
1. EN ROUTE DEVELOPMENTAL STUDY GUIDE			
a. CURRENT			
b. ARE CBI SCORES RECORDED			
2. MILITARY OPERATIONS, ARE DOCUMENTS CURRENT			
a. LETTER OF AGREEMENT (LOA)			
b. ORDERS (FACILITY/NATIONAL)			
c. OTHER			
d. ARE TEST/CBI SCORES RECORDED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
3. ATC OPERATIONS DOCUMENTATION CURRENT			
4. PHRASEOLOGY/STRIP MARKING EXERCISES			
a. CURRENT			
b. COMPLETED			
c. ARE TEST RESULTS RECORDED			
5. ANY 3120.4 REQUIRED SUBJECTS THAT CANNOT BE TAUGHT			
a. IF "YES", LIST SUBJECT/S AND REASON			
C. STAGE III—EVALUATION			
1. EN ROUTE DEV. STUDY GUIDE			
a. ARE TEST/CBI SCORES RECORDED			
2. SPECIAL OPERATIONS CURRENT (DEFINE)			
a. ARE TEST/CBI SCORES RECORDED			
3. PHRASEOLOGY/STRIP MARKING EXAM			
a. ARE TEST/CBI SCORES RECORDED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
4. AREA OF SPECIALIZATION MAPS - IN COMPLIANCE WITH 3120.4			
D. STAGE III—NONRADAR/RADAR ASSOCIATE FAMILIARIZATION PROBLEMS			
1. DO THE PROBLEMS MEET 3120.4 REQUIREMENTS			
2. PROBLEM CRITERIA a. IS THE HOURLY OPERATIONS RATE AND INSTANTANEOUS COUNT COMPUTED USING THE 3120.4 FORMULA b. DATE EACH PROBLEM WAS LAST REVIEWED FOR OPERATIONS RATE, INSTANT COUNT & OPERATIONAL ACCURACY			
3. COMPLEXITY FACTORS - ARE THE MINIMUM 3120.4 COMPLEXITY FACTORS INCLUDED IN PROBLEMS			
4. INSTRUCTIONAL AIDS - FOR EACH PROBLEM, a. IS THE PROBLEM FLIGHT PLAN LIST CURRENT AND ON FILE b. INSTRUCTOR KEY, REQUIRED ACTIVITIES TO OCCUR IN THE PROBLEM, CURRENT c. RPO KEY (SCRIPT), LIST OF REQUIRED INPUTS AND TIMES, CURRENT			
5. INSTRUCTOR GUIDE - DOES EVERY PROBLEM HAVE AN INSTRUCTOR GUIDE			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
E. STAGE III—OTHER ITEMS (UNIQUE FOR THE FACILITY)			
1. IF APPLICABLE, CPDLC PROCEDURES AND OPERATING STANDARDS (FULLY DEFINE AIRSPACE ENVIRONMENT APPLICABLE)			
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE IV—MATERIALS			
1. LESSON PLANS/CBI			
a. CURRENT			
b. FAA APPROVED			
2. STUDENT HANDOUTS (if used)			
a. CURRENT			
b. FAA APPROVED			
3. AREA OF SPECIALIZATION			
a. LOA'S CURRENT			
b. SPECIALTY PROCEDURES CURRENT			
c. SIDS/STARS CURRENT			
d. APPROACH PLATES CURRENT			
e. AREA RADAR SYSTEMS, COVERAGE & MVA IDENTIFIED AS WELL AS FAILURE/ RECOVERY MODES			
f. COMMUNICATION SYSTEMS ACCESS & FAILURE MODES DESCRIBED			
g. _____			
h. _____			
B. STAGE IV—ADMINISTRATION-RADAR CONTROL PROBLEMS			
1. VOLUME LEVEL CRITERIA			
a. ARE HOURLY OPERATIONS RATE & INSTANTANEOUS COUNT CURRENT & COMPUTED USING 3120.4 FORMULA			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
b. DATE EACH PROBLEM WAS LAST REVIEWED FOR OPERATIONS & INSTANT COUNT AND ACCURACY			
2. COMPLEXITY FACTORS – ARE THE MINIMUM 3120.4 COMPLEXITY FACTORS INCLUDED IN EACH PROBLEM			
3. INSTRUCTIONAL AIDS – FOR EACH PROBLEM (PROVIDE LAST DATE OF REVIEW FOR EACH) a. IS THE PROBLEM FLIGHT PLAN LIST CURRENT AND ON FILE b. INSTRUCTOR KEY, REQUIRED ACTIVITIES TO OCCUR IN THE PROBLEM CURRENT c. RPO KEY (SCRIPT), LIST OF REQUIRED INPUTS AND TIME CURRENT			
4. INSTRUCTOR GUIDE - DOES EVERY PROBLEM HAVE AN INSTRUCTOR GUIDE			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
C. STAGE IV—ADMINISTRATION-RADAR CONTROL PROBLEMS			
<p>CRITERION PROBLEMS</p> <p>1. ARE GRADE SYSTEM & OBJECTIVES EXPLAINED</p> <p>2. ARE GRADE SHEET EXPLAINED</p> <p>3. ARE LAB GUIDELINES EXPLAINED</p> <p>4. HAS DEVELOPMENTAL BEEN EXPOSED TO SITUATIONS/ PROCEDURES THAT WILL BE EVALUATED</p> <p>HAVE THE FOLLOWING BEEN BRIEFED (IF APPLICABLE)</p> <p>5. AREA MAPS, MEA's & MVA</p> <p>6. FREQUENCY LIST</p> <p>7. STATUS INFORMATION AREA (SIA)</p> <p>8. SIGN ON/OFF PROCEDURES</p> <p>9. RELIEF BRIEFING</p> <p>10. TCAS PILOT/CONTROLLER ACTIONS</p> <p>11. _____</p> <p>12. _____</p>			
D. STAGE IV—OTHER ITEMS (UNIQUE FOR THE FACILITY)			
<p>1. CPDLC-DESCRIBE AIRSPACE ENVIRONMENT APPLICABLE</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>			

PART II: INSTRUCTOR PERSONNEL

ITEM	CK'D Y/N	INI	COMMENTS
A. ARE THE FOLLOWING ITEMS CURRENT FOR EACH EMPLOYEE/INSTRUCTOR?			
1. ANNUAL PERFORMANCE APPRAISAL, DATE OF LAST APPRAISAL/SEMI ANNUAL REVIEW			
2. SEMI-ANNUAL PERFORMANCE DEMONSTRATION (FAA OVER-THE- SHOULDER)			
3. CSS TECHNICAL PERFORMANCE REVIEW & DATE OF ASSESSMENT			
B. VALIDATE EACH WCG INSTRUCTOR/CSS COMPANY RECORD FOR THE FOLLOWING:			
1. CURRENT RESUME ON FILE			
2. SPECIALTY/POSITION & TRAINING FUNCTION CERTIFICATION			
3. BIT/FIT CERTIFICATION			
4. FACILITY TRAINING			
a. REQUIRED ATC TRAINING FOR AREA OF SPECIALIZATION			
b. OTHER TRAINING - IDENTIFY _____ _____ _____			
5. EEO, T & A & SEXUAL HARASSMENT BRIEFING DATES			
a. BRIEFING ON LABOR HOURS REPOERTING ACCURACY			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
A. FAA EMPLOYEE TRAINING & PROFICIENCY RECORD(S) (TRAX/3120-1)			
1. RANDOM REVIEW OF TRAX/3120-1 RECORDS TO ENSURE ACCURACY a. EXTRANEEOUS MATERIAL b. ENTRIES RECORDED CORRECTLY SIGNED FOR WITHIN 90 DAYS c. ARE CERTIFICATIONS @ CERTIFYING OFFICIAL SIGNATURES ENTERED d. ARE CERTIFICATION SIGNATURES ENTERED BY EITHER STAFF OR SUPERVISOR FOR TRAINING e. ARE CORRECTIONS ENTERED PROPERLY f. RE SUPERVISOR NOTIFICATION PROCEDURES FOR TIMELY SIGNING ENTRIES IN PLACE & WORKING SATISFACTORILY (OTHER ITEMS AS APPROPRIATE) g. _____ h. _____ i. _____			
B. RECORDS SECURITY			
1. IS SECURITY PROVIDED FOR THE FOLLOWING a. TESTS b. CBI TESTS c. CONTROL PROBLEMS d. FAMILIARIZATION TRIP RECORDS e. WCG EMPLOYEE APPRAISALS; COUNSELING, PIP RESULTS AND OTHER COMPANY CONFIDENTIAL MATERIAL			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
C. ARE COMPLETED FILES AND RECORDS MAINTAINED FOR THE FOLLOWING?			
1. NOTICE OF TRAINING REQUIREMENTS (NTR)			
2. TASK ASSIGNMENTS			
3. MINUTES OF MEETINGS			
4. DATA GENERATED IN RESPONSE TO NTR & TASK ASSIGNMENTS			
5. TRAINING SCHEDULES			
6. STUDENT CRITIQUES			
7. CORRESPONDENCE			
8. INSTRUCTOR CERTIFICATIONS			
9. *EMPLOYEE COUSELING, PIP & PERFORMANCE APPRAISALS/REVIEWS			
10. EMPLOYEE EEO & SEXUAL HARASSMENT AND ACCURACY IN LABOR HOURS REPORTING BRIEFINGS--ATTENDEES & DATES			
* (confidential)			

GENERAL COMMENTS:

INSTRUCTIONAL IMPROVEMENT & ASSESSMENT MEASURES			
1. ARE THESE ACCOMPLISHED, IF NOT, EXPLAIN:			
a. "NO HOLDS BARRED" MEETINGS WITH EACH GRADUATING CLASS			
b. REGULAR "HOW GOES IT" MEETINGS WITH THE INSTRUCTOR STAFF, FTLO, OPERATIONAL/SUPPORT MANAGERS, OPERATIONAL SUPS OR CONTROLLERS, TO DISCUSS FACILITY TRAINING			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
c. DO YOU HAVE AN ESTABLISHED PROGRAM THAT ALLOWS A STUDENTS' OJT INSTRUCTOR TO PARTICIPATE IN FINAL DSR FAM PROBLEMS			
2. ARE FOLLOW-UP MEETINGS BETWEEN THE STUDENTS'OJT INSTRUCTOR AND THE STUDENTS' STAGE INSTRUCTOR CONDUCTED? IF NOT, DESCRIBE THE ALTERNATIVE ACTION			
3. ARE ALL MEETINGS, CONCERNING CONTRACT SUBJECTS DOCUMENTED?			

GENERAL COMMENTS:

PART IV: LABORATORY

ITEM	CK'D Y/N	INI	COMMENTS
DSR AND NON-RADAR LAB EVALUATION (PROVIDE DISCUSSIONI, WHERE APPROPRIATE)			
1. ARE INSTRUCTOR GUIDES AVAILABLE			
2. IS INSTRUCTOR GUIDE USED IN DISCUSSION WITH THE STUDENT PRIOR TO PROBLEM			
3. ARE DSR MAPS DATED & CURRENT			
4. INSTRUCTORS EVALUATING STUDENTS RATHER THAN INSTRUCTING			
5. RE STUDANTS CORRECTED IN A CONSTRUCTIVE MANNER			
6. WERE POSITION RELIEF BRIEFINGS CONDUCTED			
7. IS CONFLICT ALERT TURNED OFF FOR ALL EVEN NUMBERED & CRITERION PROBLEMS			
8. DO YOU REGULARLY VISIT AND CONDUCT SELF-EVALUATION OF DSR LAB TRAINING-HOW OFTEN			
9. DO YOU, THE CSS, PROVIDE THIS STAGE OF TRAINING; WHAT OTHER STAGES ARE YOU CERTIFIED TO INSTRUCT			
10. DO YOU, TOGETHER WITH INSTRUCTORS, ROUTINELY DISCUSS AND ADOPT METHODS OF IMPROVING LAB TRAINING			
12. _____			

GENERAL COMMENTS:

APPENDIX B

CSS SELF-EVALUATION FOR TERMINAL FACILITIES

CSS TERMINAL INTERNAL SELF-EVALUATION

PART I. APPROACH CONTROL—TECHNICAL OPERATIONS

(SOME APPROACH CONTROL MANAGERS MAY DECIDE TO TEACH
STAGE VII WITH RADAR FAILURE TRAINING RATHER THAN STAGE VI)

STAGE VI — NONRADAR — COURSE 55065

STAGE VII — RADAR CONTROL — COURSE 55065

PART II. INSTRUCTOR PERSONNEL

PART III. RECORDS MAINTENANCE/ADMINISTRATION

PART IV. LABORATORY

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE VI—MATERIALS			
1. LESSON PLANS (ALL)			
a. CURRENT			
b. FAA APPROVED			
2. MAPS			
a. FACILITY MAP CURRENT			
b. SECTOR/POSITION MASTER MAPS CURRENT			
c. ASSIGNED POINT VALUES CURRENT			
d. INSTRUMENT FLIGHT PROCEDURES AND SEPARATION STANDARDS			
■ DEPARTURE/ARRIVAL ROUTES			
■ APPROACH PROCEDURES			
■ HOLDING			
3. CBI			
a. FAA LESSONS/DATA CURRENT			
b. LOCAL MODULES/CURRENT-FAA APPROVED			
4. STUDENT HANDOUTS (IF USED)			
a. CURRENT			
b. FAA APPROVED			
B. STAGE VI—ADMINISTRATION			
1. STUDY GUIDE			
a. CURRENT			
b. INCOMPLETE/STATUS			
c. FAA APPROVED			
d. SATELLITE AIRPORTS			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
2. ARE CBI SCORES RECORDED FOR ALL APPROPRIATE ITEMS			
3. PRACTICAL APPLICATION			
4. ATC OPERATIONS DOCUMENTATION CURRENT			
a. LETTERS OF AGREEMENT (LOA)			
b. ORDERS (FACILITY/NATIONAL)			
c. MILITARY OPS, IF APPLIED			
d. POSITION/FACILITY SOP			
e. INTERNAL/EXTERNAL FREQUENCIES			
5. PHRASEOLOGY/STRIP MARKING EXERCISES/DATA			
a. CURRENT			
b. ARE TEST RESULTS RECORDED			
6. COMMUNICATIONS SYSTEM EXERCISES/DATA			
a. CURRENT			
b. ARE TEST RESULTS RECORDED			
c. FAILURE MODES TAUGHT			
7. COMPUTER EQUIPMENT EXERCISES/ DATA			
a. CURRENT			
b. ARE TEST RESULTS RECORDED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
8. SECTOR/POSITION EQUIPMENT EXERCISES/DATA			
9. ANY 3120.4 REQUIRED SUBJECTS THAT ARE NOT TAUGHT IF "YES", LIST SUBJECT/S AND REASON FOR NON-COMPLIANCE			
C. STAGE VI—EVALUATION			
1. FACILITY MAP - ARE DRAWING REQUIREMENTS IN COMPLIANCE WITH LOCAL REQUIREMENTS, IF ANY			
2. SECTOR/POSITION MAP - MAP DRAWING REQUIREMENTS IN COMPLIANCE WITH LOCAL REQUIREMENTS			
3. NON-AUTOMATED FLIGHT DATA PROCESSING a. ARE EXAMS CURRENT b. ARE LOCAL SCENARIOS: ■ CURRENT ■ FAA APPROVED			
4. AUTOMATED FLIGHT DATA PROCESSING a. ARE EXAMS CURRENT b. ARE LOCAL SCENARIOS CURRENT ■ FAA APPROVED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
5. COMMUNICATIONS SYSTEM OPERATIONS			
c. ARE FAILURE MODES INCLUDED <div> <input type="checkbox"/> FAA APPROVED </div>			
6. COMPUTER EQUIPMENT OPERATIONS a. ARE EXAMS CURRENT b. ARE LOCAL SCENARIOS: <div> <input type="checkbox"/> CURRENT <input type="checkbox"/> FAA APPROVED </div>			
D. STAGE VI—OTHER ITEMS (UNIQUE FOR THE FACILITY)			
1. <div> <div></div> <div></div> </div>			
2. <div> <div></div> <div></div> </div>			
3. <div> <div></div> <div></div> </div>			
4. <div> <div></div> <div></div> </div>			
5. <div> <div></div> <div></div> </div>			
6.			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
<div></div>			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE VII—MATERIALS			
1. LESSON PLANS (ALL) a. CURRENT b. FAA APPROVED			
2. STUDENT HANDOUTS a. CURRENT b. FAA APPROVED			
3. AREA OF SPECIALIZATION a. LOA'S CURRENT b. ALL PROCEDURES CURRENT c. ARRIVAL/DEPARTURE ROUTES (CURRENT) d. APPROACH PLATES CURRENT e. NOISE ABATEMENT PROCEDURES f. MVA CURRENT g. FREQUENCIES LISTS INTERNAL/ EXTERNAL h. INTERNAL/EXTERNAL BOUNDARIES i. TCA/RADAR SERVICE AREA VFR FLIGHT PROCEDURES j. RADAR FAILURE PROCEDURES DOCUMENTED/PROVIDED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
B. STAGE VII—ADMINISTRATION, RADAR CONTROL PROBLEMS			
1. VOLUME LEVEL CRITERIA a. IS THE HOURLY OPERATIONS RATE COMPUTED USING THE 3120.4 FORMULA? b. DATE PROBLEMS WERE REVIEWED FOR ACCURACY AND CURRENCY			
2. COMPLEXITY FACTORS – ARE THE MINIMUM 3120.4 COMPLEXITY FACTORS APPLIED TO EACH PROBLEM			
3. INSTRUCTIONAL AIDS – FOR EACH PROBLEM, a. IS THE PROBLEM FLIGHT PLAN LIST CURRENT AND ON FILE b. INSTRUCTOR KEY, REQUIRED ACTIVITIES TO OCCUR IN THE PROBLEM, CURRENT AND ON FILE c. RPO KEY (SCRIPT), LIST OF REQUIRED INPUTS AND REQUIRED INPUT TIME, CURRENT AND ON FILE d. SECTOR/POSITION MAPS POSTED			
4. INSTRUCTOR GUIDE—DOES EVERY PROBLEM HAVE AN INSTRUCTOR GUIDE?			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
C. STAGE VII—EVALUATION			
CRITERION PROBLEMS			
1. IS GRADE SYSTEM EXPLAINED			
2. IS GRADE SHEET EXPLAINED			
3. ARE LAB GUIDELINES EXPLAINED			
4. HAS STUDENT BEEN EXPOSED TO SITUATIONS/ PROCEDURES THAT WILL BE EVALUATED			
HAS THE FOLLOWING BEEN EXPLAINED (IF APPLICABLE)			
5. AREA MAPS, MEA's and MVA			
6. FREQUENCY LIST			
7. STATUS INFORMATION AREA (SIA)			
8. SIGN ON/OFF PROCEDURES			
9. PUBLISHED/NONPUBLISHED HOLDING			
10. ADJACENT FACILITY COORDINATION REQUIREMENTS			
11. SPECIAL MILITARY PROCEDURES			
12. RADAR FAILURE TRANSITIONS			
D. STAGE VII—OTHER ITEMS (MAY BE UNIQUE FOR THE FACILITY)			
1. PERMANENT (CONTRACTOR) RPO CERTIFIED			
2. WCG INSTRUCTOR CERTIFICATIONS CURRENT			
3. WCG INSTRUCTORS BRIEFED ON SEXUAL HARASSMENT/EEO/ACCURACY IN WORK HOURS REPORTING			
4. FAA NEW HIRES BRIEFED ON SEXUAL HARASSMENT POLICY			

PART II: INSTRUCTOR PERSONNEL

ITEM	CK'D Y/N	INI	COMMENTS
A. ARE THE FOLLOWING ITEMS CURRENT FOR EACH INSTRUCTOR?			
1. ANNUAL PERFORMANCE APPRAISAL, DATE OF LAST APPRAISAL			
2. FAA SEMI-ANNUAL PERFORMANCE DEMONSTRATION (OVER-THE- SHOULDER).			
3. CSS PERFORMANCE MONITOR LOGGED AND DATED			
4. TRAINING RECORD ENTRIES			
B. VALIDATE EACH INSTRUCTOR EMPLOYMENT RECORD CONTAINS THE FOLLOWING:			
1. CURRENT RESUME ON FILE			
2. DATE OF FAA INSTRUCTIONAL/POSITION CERTIFICATION(s)			
3. BIT/FIT COMPLETION AND CERTIFICATION			
4. CSS PERFORMANCE APPRAISAL DATE: _____			
5. SEMI-ANNUAL PROFICIENCY DEMONSTRATION RECORDS			
6. FACILITY TRAINING			
a. REQUIRED ATC TRAINING FOR AREA OF SPECIALIZATION			
b. OTHER TRAINING - IDENTIFY _____ _____ _____			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
A. TRAINING & PROFICIENCY RECORD(S) (3120-1) MAINTENANCE			
1. REVIEW A RANDOM SELECTION OF TRAX/3120-1'S TO ENSURE ACCURACY a. EXTRANEEOUS MATERIAL REMOVED b. ENTRIES RECORDED CORRECTLY c. EMPLOYEE SIGNATURE WITHIN 90 DAYS d. WERE OPERATING INITIALS USED e. ARE INITIAL CERTIFICATIONS AND CERTIFYING OFFICIAL SIGNATURES ENTERED f. ARE CERTIFICATION SIGNATURES ENTERED BY EITHER STAFF OR SUPERVISOR g. ARE CORRECTIONS ENTERED PROPERLY, OLD ENTRIES NOT OBLITERATED, AND NEW ENTRIES INITIALED h. IS AN EFFECTIVE EMPLOYEE/ SUPERVISOR NOTIFICATION PROCESS IN PLACE TO ENSURE TIMELY TRAINING ACKNOWLEDGEMENT i. (OTHERS) _____ _____ _____			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
B. RECORDS SECURITY			
1. IS SECURITY PROVIDED FOR THE FOLLOWING			
a. TEST MATERIAL			
b. CBI TEST MATERIALS			
c. CONTROL PROBLEMS			
d. FAMILIARIZATION TRIP RECORDS			
e. WCG EMPLOYEE RECORDS			
C. ARE COMPLETE RECORDS MAINTAINED FOR THE FOLLOWING?			
1. NOTICE OF TRAINING REQUIREMENTS (NTR)			
2. TASK ASSIGNMENTS			
3. MINUTES OF MEETINGS			
4. DATA GENERATED IN RESPONSE TO NTR AND TASK ASSIGNMENTS			
5. TRAINING SCHEDULES			
6. STUDENT CRITIQUES			
7. CORRESPONDENCE			
8. INSTRUCTOR CERTIFICATIONS; ANNUAL PERFORMANCE REVIEW & SEMI-ANNUAL REVIEW			
9. WCG EMPLOYEE BRIEFING ON EEO, SEXUAL HARASSMENT AND LABOR HOURS REPORTING INTEGRITY (DATE)			
10. WCG EMPLOYEE COUNSELING			

GENERAL COMMENTS:

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
COMPANY POLICY & PROCEDURES COMPLIANCE			
1. ARE THE FOLLOWING BEING DONE AT YOUR FACILITY IF NOT, EXPLAIN: a. "NO HOLDS BARRED" INTERVIEWS WITH EACH GRADUATING CLASS b. REGULAR "HOW GOES IT" MEETINGS WITH THE INSTRUCTOR STAFF, AMT, AREA MANAGERS AREA SUPS OR CONTROLLERS, TO DISCUSS FACILITY TRAINING c. DO YOU HAVE AN ESTABLISHED PROGRAM THAT ALLOWS A STUDENTS' OJT INSTRUCTOR TO PARTICIPATE IN FINAL SIMULATION FAM PROBLEMS d. ARE NEW ENTRY FAA STUDENTS BRIEFED ON DOT/FAA SEXUAL HARASSMENT POLICIES _____ _____ _____ _____ _____ _____			
2. ARE FOLLOW-UP MEETINGS BETWEEN THE STUDENTS'OJT INSTRUCTOR AND THE STUDENTS' STAGE INSTRUCTOR CONDUCTED? IF NOT, DESCRIBE THE ALTERNATIVE ACTION			
3. ARE ALL MEETINGS, CONCERNING CONTRACT SUBJECTS DOCUMENTED?			

GENERAL COMMENTS:

PART IV: LABORATORY

ITEM	CK'D Y/N	INI	COMMENTS
CSS SIMULATION LAB EVALUATION			
1. ARE INSTRUCTOR GUIDES AVAILABLE			
2. IS INSTRUCTOR GUIDE USED IN DISCUSSION WITH THE STUDENT PRIOR TO THE PROBLEM			
3. ARE MAPS CURRENT			
4. ARE MAPS DATED			
5. WERE STUDENTS INSTRUCTED RATHER THAN EVALUATED			
6. WERE CORRECTIONS MADE IN A CONSTRUCTIVE MANNER			
7. WERE POSITION RELIEF BRIEFINGS CONDUCTED			
8. IF CAPABLE, IS CONFLICT ALERT TURNED OFF FOR ALL EVEN NUMBERED AND CRITERION PROBLEMS			
9. DOES THE CSS REGULARLY VISIT AND CONDUCT SELF-EVALUATION OF SARTS LAB TRAINING			
10. _____			
11. _____			
12. _____			

GENERAL COMMENTS:

APPENDIX C

CSS

SELF-EVALUATION

FOR

SATELLITE TERMINAL FACILITIES

CSS SATELLITE TERMINAL INTERNAL SELF-EVALUATION CONTENTS

PART I. NON-APPROACH CONTROL TECHNICAL OPERATIONS

STAGE II — FLIGHT DATA POSITION (COURSE 55060)

STAGE III — CLEARANCE DELIVERY POSITION (COURSE 55061)

STAGE IV — GROUND CONTROL POSITION (COURSE 55062)

STAGE V — LOCAL CONTROL-CAB COORDINATOR POSITION

PART II. INSTRUCTOR PERSONNEL

PART III. RECORDS MAINTENANCE/ADMINISTRATION

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE II—MATERIALS			
1. LESSON PLANS (ALL)			
a. CURRENT			
b. FAA APPROVED			
c. LAWRS STUDY GUIDE (IF APPLICABLE)			
2. MAPS/FORMS			
a. VISIBILITY MAP CURRENT			
b. CLEARANCE FORMAT/IFR COORDINATION			
c. FLIGHT STRIP PREPARATION/ MARKING			
d.. VFR CHECK POINTS			
e. ACCIDENT/INCIDENT NOTIFICATIONS LISTING			
f. ATIS FORMAT/DELIVERY			
g. NFRINGING/OTHER AIRPORT COORDINATION			
3. CBI (IF AVAILABLE)			
a. FAA LESSONS/DATA CURRENT			
b. ANY LOCALLY DEVELOPED/SUBJECT MATTER			
c. SCORES ENTERED/ACKNOWLEDGED			
4. STUDENT HANDOUTS (IF USED)			
a. CURRENT			
b. FAA APPROVED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
B. STAGE II—ADMINISTRATION			
1. STUDY GUIDE a. CURRENT b. INCOMPLETE/STATUS c. FAA APPROVED			
2. ARE CBI SCORES RECORDED FOR ALL APPROPRIATE ITEMS a. TRAINING RECORD ENTRIES ACKNOWLEDGED BY SIGNATURE WITHIN 90 DAYS			
3. PRACTICAL APPLICATION a. IS A CAB POSITION USED FOR DEMO/ PRACTICE b. WEATHER RECEIPT/DELIVERY			
4. ATC OPERATIONS DOCUMENTATION CURRENT a. LETTERS OF AGREEMENT (LOA) b. ORDERS (FACILITY/NATIONAL) c. MILITARY OPS, IF APPLIED d. POSITION/FACILITY SOP e. TERRESTRIAL COMMUNICATIONS DESCRIPTION CURRENT f. TELEPHONE CALL UP LIST			
5. PHRASEOLOGY/STRIP MARKING EXERCISES/DATA a. CURRENT b. ARE TEST RESULTS RECORDED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
6. COMMUNICATIONS SYSTEM EXERCISES/ DATA			
7. COMPUTER EQUIPMENT EXERCISES/ DATA a. CURRENT b. ARE TEST RESULTS RECORDED			
8. WCG INSTRUCTOR a. CERTIFICATION CURRENT AND RECORDED b. WCG ANNUAL PERFORMANCE APPRAISAL CURRENT/SEMI ANNUAL PERFORMANCE REVIEW CURRENT c. DATE OF LAST BRIEFING ON SEXUAL HARASSMENT/EEO/ TIME AND ATTENDANCE ACCURACY IN REPORTING FOR WCG STAFF			
9. ANY 3120.4 REQUIRED SUBJECTS THAT CAN <u>NOT</u> BE TAUGHT IF "YES", LIST SUBJECT/S AND REASON FOR NON-COMPLIANCE			
C. STAGE II—EVALUATION			
1. LAWRS OR VISIBILITY TESTING a. RW/RVR TRANSLATION/APPLICATION			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
2. FLIGHT DATA PROCESSING, COORDINATION/AMENDMENTS/CLEARANCE DELIVERY			
3. FINAL TESTING PROCESSING a. EXAMS b. LOCAL SCENARIOS: ■ CURRENT ■ FAA APPROVED			
4. AUTOMATED FLIGHT DATA PROCESSING a. ARE EXAMS CURRENT b. ARE LOCAL SCENARIOS CURRENT ■ FAA APPROVED			
5. COMMUNICATIONS SYSTEM OPERATIONS a. ARE EXAMS CURRENT b. ARE LOCAL SCENARIOS CURRENT c. ARE FAILURE MODES INCLUDED ■ FAA APPROVED			
D. STAGE VI—OTHER ITEMS (UNIQUE FOR THE FACILITY)			
1. _____ _____			
2. _____ _____			
3. _____ _____			
4. _____ _____			
5.			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
6. _____ _____ _____ _____			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE III—MATERIALS			
1. LESSON PLANS a. CURRENT b. FAA APPROVED			
2. STUDENT HANDOUTS (IF USED) a. CURRENT b. FAA APPROVED			
3. APPLICATION OF PROCEDURES SPECIALIZATION a. LOA'S CURRENT b. ALL PROCEDURES CURRENT c. ARRIVAL/DEPARTURE ROUTES (CURRENT) d. APPROACH PLATES CURRENT e. NOISE ABATEMENT PROCEDURES f. MVA CURRENT g. FREQUENCIES LISTS INTERNAL/ EXTERNAL h. INTERNAL/EXTERNAL BOUNDARIES i. TCA/RADAR SERVICE AREA VFR FLIGHT PROCEDURES j. STORED/COMMON LOCAL ROUTES			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
B. STAGE III—ADMINISTRATION AND APPLICATION			
1. DELIVERY RATE			
a. READBACK/CORRECTIONS			
b. PROCESSING CHANGE REQUESTS			
c. AIRCRAFT RECOGNITION			
2. COORDINATION			
3. INSTRUCTIONAL AIDS			
4. STORED FLIGHT PLAN LISTS			
5. LOCAL TRAINING			
6. SPECIAL VFR PROCESSING			
7. CLIMB-TO-ON-TOP REQUESTS			
8. LOCAL UNIQUE REQUIREMENTS			
C. STAGE III—EVALUATION			
1. WEATHER MINIMA REQUIREMENTS			
2. COORDINATE SPECIAL OPERATIONS			
3. DEMONSTRATES FULL POSITION REQUIREMENTS KNOWLEDGE AND SKILLS			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE IV—GROUND CONTROL POSITION MATERIALS			
1. AIRPORT LAYOUT DIAGRAM 2. ILS CRITICAL AREA LOCATION 3. EMERGENCY ALERTING 4. NOTIFICATION LISTS 5. STUDY GUIDE-CURRENT			
B. STAGE IV—ADMINISTRATION AND EVALUATION			
1. AIRPORT MOVEMENT AREAS MAPPED AND IDENTIFIED 2. LOCAL OPERATOR AIRCRAFT LISTS AVAILABLE 3. AIRCRAFT RECOGNITION MATERIAL CURRENT 4. TRAINING RECORD ENTRIES 5. AIRCRAFT PARKING ARRANGEMENTS DEFINED 6. GATE MANAGEMENT POLICY DEFINED			

PART I: TECHNICAL OPERATIONS

ITEM	CK'D Y/N	INI	COMMENTS
A. STAGE V—LOCAL CONTROL/CAB COORDINATOR POSITION-MATERIALS			
1. LOCAL GEOGRAPHY, MAP WITH VFR CHECK POINTS 2. BRITE/DBRITE GUIDE, ACADEMY TEST 3. RADAR SERVICE AREA GUIDE 4. APPROACH/RUNWAY/TAXIWAY LIGHTING SYSTEMS AND APPLICATION DESCRIPTION AVAILABLE 5. ACCIDENT/INCIDENT REPORTING GUIDES/LISTING DATE: _____ 6. GATE CONTROL PROCEDURES 7. ORDERS/NOTICES/LOCAL PROCEDURES/ SOP GUIDE 8. LOA/MILITARY SPECIAL OPS/POLICE/ ROTARY-WING OPS 9. OTHERS - IDENTIFY _____ _____ _____ _____			

PART II: INSTRUCTOR PERSONNEL

ITEM	CK'D Y/N	INI	COMMENTS
A. ARE THE FOLLOWING ITEMS CURRENT FOR EACH INSTRUCTOR?			
1. ANNUAL PERFORMANCE APPRAISAL, DATE OF LAST APPRAISAL			
2. FAA SEMI-ANNUAL PERFORMANCE DEMONSTRATION (OVER-THE-SHOULDER).			
3. CSS PERFORMANCE MONITOR LOGGED AND DATED			
4. TRAINING RECORD ENTRIES			
B. VALIDATE EACH INSTRUCTOR EMPLOYMENT RECORD CONTAINS THE FOLLOWING:			
1. CURRENT RESUME ON FILE			
2. DATE OF FAA INSTRUCTIONAL/POSITION CERTIFICATION(s)			
3. BIT/FIT COMPLETION AND CERTIFICATION			
4. CSS PERFORMANCE APPRAISAL DATE: _____			
5. SEMI-ANNUAL PROFICIENCY DEMONSTRATION RECORDS			
6. FACILITY TRAINING			
a. REQUIRED ATC TRAINING FOR AREA OF SPECIALIZATION			
b. OTHER TRAINING - IDENTIFY _____ _____ _____			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
A. TRAINING & PROFICIENCY RECORD(S) (3120-1) MAINTENANCE IF A WCG TASK			
1. REVIEW A RANDOM SELECTION OF TRAX/3120-1'S TO ENSURE ACCURACY a. EXTRANEIOUS MATERIAL REMOVED b. ENTRIES RECORDED CORRECTLY c. EMPLOYEE SIGNATURE WITHIN 90 DAYS d. ARE INITIAL CERTIFICATIONS AND CERTIFYING OFFICIAL SIGNATURES ENTERED e. ARE CERTIFICATION SIGNATURES ENTERED BY EITHER STAFF OR SUPERVISOR f. ARE CORRECTIONS ENTERED PROPERLY, OLD ENTRIES NOT OBLITERATED, AND NEW ENTRIES INITIALED (OTHER ITEMS AS APPROPRIATE) g. _____ h. _____ i. _____			
B. RECORDS SECURITY			
1. IS SECURITY PROVIDED FOR THE FOLLOWING a. TEST MATERIAL b. CBI TEST MATERIALS c. CONTROL PROBLEMS d. FAMILIARIZATION TRIP RECORDS e. WCG EMPLOYEE RECORDS			

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
C. ARE COMPLETE RECORDS MAINTAINED FOR THE FOLLOWING			
1. NOTICE OF TRAINING REQUIREMENTS (NTR) 2. TASK ASSIGNMENTS 3. MINUTES OF MEETINGS 4. DATA GENERATED IN RESPONSE TO NTR AND TASK ASSIGNMENTS 5. TRAINING SCHEDULES 6. STUDENT CRITIQUES 7. CORRESPONDENCE 8. INSTRUCTOR CERTIFICATIONS 9. DATE OF MOST RECENT WCG EMPLOYEE BRIEFING ON EEO, SEXUAL HARASSMENT AND LABOR HOURS REPORTING INTEGRITY 10. _____			

GENERAL COMMENTS:

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
COMPANY POLICY & PROCEDURES COMPLIANCE			
1. ARE THE FOLLOWING BEING DONE AT YOUR FACILITY IF NOT, EXPLAIN: a. "NO HOLDS BARRED" INTERVIEWS WITH EACH GRADUATING CLASS b. REGULAR "HOW GOES IT" MEETINGS WITH THE INSTRUCTOR STAFF, AMT, AREA MANAGERS AREA SUPS OR CONTROLLERS, TO DISCUSS FACILITY TRAINING c. DO YOU HAVE AN ESTABLISHED PROGRAM THAT ALLOWS A STUDENTS' OJT INSTRUCTOR TO PARTICIPATE IN FINAL SIMULATION FAM PROBLEMS d. ARE NEW ENTRY FAA STUDENTS BRIEFED ON DOT/FAA SEXUAL HARASSMENT POLICIES _____ _____ _____ _____			
2. ARE FOLLOW-UP MEETINGS BETWEEN THE STUDENTS'OJT INSTRUCTOR AND THE STUDENTS' STAGE INSTRUCTOR CONDUCTED? IF NOT, DESCRIBE THE ALTERNATIVE ACTION			
3. ARE ALL MEETINGS, CONCERNING CONTRACT SUBJECTS DOCUMENTED?			

GENERAL COMMENTS:

PART III: RECORDS MAINTENANCE / ADMINISTRATION

ITEM	CK'D Y/N	INI	COMMENTS
CSS EVALUATION			
1. ARE INSTRUCTOR GUIDES AVAILABLE 2. IS INSTRUCTOR GUIDE USED IN DISCUSSION WITH THE STUDENT 3. ARE MAPS CURRENT 4. ARE MAPS DATED 5. DOES THE CSS REGULARLY VISIT AND CONDUCT SELF-EVALUATION OF TRAINING & RESULTS 6. ARE INSTRUCTOR(S) REGULARLY BRIEFED ON COMPANY LABOR HOURS REPORTING REQUIREMENTS AND RESPONSIBILITIES 7. DOES CSS PERIODICALLY VALIDATE HOURS REPORTED 8. _____			

GENERAL COMMENTS:

APPENDIX D

MONTHLY ACTIVITY REPORT

Monthly Activity Report

Site FAA Identifier/CSS Name.	Site		Name											
Current Allotment/Funded Period														
Report Period														
LABOR HOURS														
NTR Number for the Report Period	NTR													
Labor Hours Used during this Report Period	CSS		AA		CB		IN		RP					
Forecast Labor Hours Required for next Report Period	CSS		AA		CB		IN		RP					
Labor Hours Allocated by NTR for Next Report Period	CSS		AA		CB		IN		RP					
Labor Hours Allocated for the Current Allotment Period	CSS		AA		CB		IN		RP					
Labor Hours Used and Needed for the Current Allotment Period	CSS		AA		CB		IN		RP					
Anticipated Labor Hour Shortfall/Surplus for Current Allotment Period	CSS		AA		CB		IN		RP					
DEVELOPMENTAL TRAINING														
Total Number of Developmentals in Training at the Start of FY														
New Inputs from Start of FY thru this Report Period														
Completions from Start of FY thru this Report Period														
Training Failures from Start of FY thru this Report Period														
Training Withdrawals from Start of FY thru this Report Period														
Developmental In Training at the end of this Report Period														
Training Stage of Developmentals on the last day of this Report Period	Stage I	Stage II	Waiting	Stage III	Waiting	Stage IV	Waiting	Stage V	Waiting	Stage VI	Waiting	Stage VII		
CPC TRAINING														
CPC/Supervisory and Proficiency Training Courses Conducted during Report Period														
Number of Participants this Report Period in Each Course														
Number of Individuals receiving Refresher Training in this Report Period														
CBI TRAINING														
Identify, by Name, any Developed CBI Modules During this report Period														
Number of CBI Lessons Delivered during this Report Period														
GENERAL														
Identify ANY Task or Assignment that Could Not be Accomplished and Explain Difficulty, Past or Future														
Identify any Resource, Personnel or Other Problem Encountered and Current Status, Including those with FAA or any WCG Office														
Note Significant Local Accomplishments for the Quarter														
Comments and Recommendations for Contract Director														

SUBCONTRACTING PLAN/TEAMING PLAN

Introduction

The proposed team is comprised of extremely well-qualified, competent companies who are committed to working together in an integrated, “seamless” environment to support the Federal Aviation Administration (FAA) in providing Air Traffic Instructional Services.

The point of contact for contract and subcontract matters is Kristen J. Shepherd, who will ensure that open communications are maintained between the FAA and WCG and between WCG and the subcontractors at all time. This integrated, “seamless” environment is created to allow the FAA to communicate with the Prime Contractor only and not with each individual subcontractor.

D.1 Approach to Subcontract Management

WCG has designated Ms. Shepherd, a respected staff colleague, with years of Federal and commercial contract work to become our Subcontract Manager regarding business, not technical, matters between ourselves and all subcontractors. In this capacity, she will monitor our conformance to subcontracting business agreements as well as that of the subcontractors. She will inform our Contract Director regarding any matter requiring his intervention in managing the ATIS Program.

D.2 Subcontract Manager’s Duties and Responsibilities

Prior to contract award and immediately thereafter, there are a number of activities that must occur to ensure a smooth transition of responsibilities to the subcontractors. These activities include:

- Draft Subcontract Agreements; deliver to Subcontractors;
- Begin negotiations with Subcontractors;
- Participate in negotiations of Prime Contract with FAA; and
- Participate in Planning Meetings as scheduled.

After contract award, the Subcontract Manager will be responsible for completing negotiations with the teammates, issuing modifications to the Subcontract Agreements as necessary and submitting the Standard Forms 294 and 295 as required.

D.3 Selection of Subcontractors

The teammates proposed for the ATIS contract are all Small Businesses who are qualified under the SIC code 8299. In selecting its teammates, WCG went through an extensive screening process to identify companies who not only met the Small Business, Small Disadvantaged Business and Women-Owned Business criteria, but who also have the experience and qualifications to provide the same excellent service that WCG has been providing to the FAA for more than 16 years.

WCG reviewed the Small Business Administration “PRO-Net” database and talked with numerous companies before making a final selection of its teammates. The selection criteria included:

- Small Business status;
- FAA experience;
- Quality performance;
- Training Experience;
- Financial Stability;
- Experience as a subcontractor;
- Willingness to support any special program requirements; and
- Ability to equal or exceed employee benefits to ensure retention of employees.

During this screening process, WCG contacted the past performance references provided by each proposed teammate to obtain information about the quality of work being provided and verified the small business status for each company by obtaining completed Business Declaration Forms from each. These forms are included with each subcontractor's proposal.

Recognizing the importance of retaining highly-qualified Instructors, WCG placed heavy emphasis on the consistency of employee benefits within the team. WCG obtained signed commitments from each subcontractor selected that they will equal or exceed the employee benefits stipulated by WCG.

D.4 Identification of Subcontractors and Roles

Based on the results of its selection process, WCG negotiated and signed Teaming Agreements with the following companies:

Small Business Subcontractor (1)	Women-Owned Small Business Subcontractor (2)	Small Economically Disadvan- taged Business Subcontractor (3)
DUCOM, Inc. 850 Sligo Avenue, Suite 700 Silver Spring, MD 20910 President: Duke C. Chung	QUADRATEK, Inc. 8618 Westwood Center Drive, Suite 150 Vienna, VA 22182 President: Julie Thomas	Informatica of America (IAI) 707 White Horse Pike, Suite D3 Absecon, NJ 08201 President: Luis A. Camacho

DUCOM, Inc. is proposed as the Small Business Subcontractor. DUCOM is a Protégé of WCG under the FAA Mentor-Protégé program. DUCOM was approved for participation in the SBA Section 8(a) Business Development Program in April 1991. DUCOM graduated from the 8(a) Program in April 2000, but still maintains the status of Small, Women-Owned Business and they meet the qualifications of SIC code 8299.

In addition to its many other contracts, DUCOM currently is a prime contractor on the Department of Transportation (DOT) “Information Technology Omnibus Procurement” (ITOP II) project; is supporting the FAA as a subcontractor to North America Telecommunications, Inc. (NATI) on the “Broad Information Technology Services” (BITS)

program, and is a subcontractor to Vistrionix for the DOT “Bureau of Transportation Statistics” project.

QUADRATEK is proposed as the Small, Women-owned Business Subcontractor. WCG has filed an application with the FAA to be a Mentor to QUADRATEK under the FAA Mentor-Protégé program. QUADRATEK was approved for participation in the SBA Section 8(a) Business Development Program in October 1995 and is currently operating under that program. QUADRATEK meets the qualifications of SIC code 8299

QUADRATEK served as a subcontractor to Information and Systems Network (ISN) under the FAA “ANC Communications Technical Assistance Contract” (COMTAC) from 1993 through 1998, and was a subcontractor to Lockheed Martin from 1994 through 1999 on contracts for the FAA and the Department of the Army.

Informatica (IAI) is proposed as the Small, Economically Disadvantaged Business Subcontractor. IAI was approved for participation in the SBA Section 8(a) Business Development Program in January 1992 and is currently operating under that program. IAI meets the qualifications of SIC code 8299.

IAI is currently performing as the prime contractor for the FAA “Information Technology Support Services” (ITSS) project based at the William J. Hughes Technical Center. As a subcontractor to Federal Data Corporation, IAI is the principal technical support for the Software Engineering Resource Center (SERC) for the FAA and is also providing engineering support services to the AOS and ACT organizations of the William J. Hughes Technical Center under the FAA’s “Service Operations Support-4” (SOS-4) contract.

D.5 Management of Subcontractors and Distribution of Work

The management and direction of the subcontractors will be transparent to the FAA. All subcontractor positions will be Instructor positions. The Instructors will report to WCG CSS’s who will schedule the Instructors’ work effort and supervise their activities on site on a daily basis. However, the WCG CSS’s will work closely with, and coordinate any performance-related activities with, the representatives of each subcontractor company. The CSS’s, using the required Instructor performance monitors, student critiques and inputs from the FTLO, will provide information for performance evaluations to the respective subcontracting company.

D.6 Response to AMS 3.6.1-4

In response to the specific goals and requirements identified in paragraphs H. 34 and L.16 of the SIR, WCG is including its formal response to AMS 3.6.1-4, Small, Small Disadvantaged and Women-Owned Small Business Concerns Subcontracting Plan on the following pages.

**WCG's SMALL, SMALL DISADVANTAGED AND WOMEN OWNED SMALL
BUSINESS SUBCONTRACTING PLAN**

DATE: **January 24, 2001**

CONTRACTOR: **The Washington Consulting Group, Inc.**

ADDRESS: **4915 Auburn Avenue, Suite 301, Bethesda, Maryland 20814**

RFP NUMBER: **DTFA01-01-C-00015**

TOTAL ESTIMATED CONTRACT VALUE (including priced options): **\$122,098,670.00**

PERIOD OF PERFORMANCE (including priced options): **Contract Award to
September 30, 2006**

The following is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of FAAMS 3.6.1-3.

1. **PERCENTAGE GOALS:** The following are goals for the subcontracting to small, small disadvantaged and women-owned small business.

	Base Period	Option I	Option II	Option III	Option IV
Total Subcontracted	8.3	8.4	8.5	9.2	9.2
Total Small Business	2.9	2.8	2.8	3.2	3.2
Total Small Disadvantaged Business	2.9	2.9	3.1	3.1	3.2
Women-Owned Small Business	2.5	2.7	2.7	2.9	2.8

2. **DOLLAR GOALS:** The following are goals for the subcontracting to small, small disadvantaged and women-owned small business.

	Base Period	Option I	Option II	Option III	Option IV
Total Subcontracted	1,186,377	2,102,710	2,201,620	2,515,580	2,629,080
Total Small Business	412,488	708,220	729,300	884,200	910,600
Total Small Disadvantaged Business	413,824	733,530	791,560	852,380	916,080
Women-Owned Small Business	360,065	660,960	680,760	779,000	802,400

3. **DESCRIPTION / IDENTIFICATION:** The principal products and services that we anticipate to be subcontracted under this contract and the identification of the type of business concern we plan to utilize are as follows:

Product and Services	SB	SEB	Women Owned SB	Large
DUCOM, Inc. Instructors at New York - ZNY	4			
INFORMATICA of America, Inc. Instructors at Jacksonville - ZJX		4		
QUADRATEK, Inc. Instructors at Seattle – ZSE			4	

4. **GOALS METHOD:** The following method was used in developing the subcontract goals (e.g., what source lists were used and what organizations were or will be contacted to obtain SB, SDB and Women-owned small business sources):

Minimum goals were specified in the SIR RFO. WCG reviewed the qualifications and experience of small, small disadvantaged and women-owned small businesses and their ability to meet the requirements of the Statement of Work in the geographically-dispersed locations throughout the country. Our distribution of the effort to the small businesses identified was based on the locations of their current business operations and their ability to manage the specific sites under this program.

5. **IDENTIFYING SOURCES:** The following method was used in identifying sources for subcontractors.

WCG is a participant in the FAA Mentor-Protégé program. We are currently approved as a Mentor for DUCOM and have applied for approval to be the Mentor for QUADRATEK. Our first priority in selecting qualified small businesses for this program was to consider our Protégé companies. Secondly, through many years of fostering the growth of small businesses on an informal basis, we have accumulated an extensive database of established, quality small businesses. In selecting IAI, we reviewed our existing company source lists and relied on our knowledge of this company and its management. WCG also routinely utilizes the Small Business Administration PRO-Net database as well as the membership of area Minority Business Associations to identify potential teammates for specific requirements.

6. **INDIRECT COSTS:** The following is a statement of whether or not indirect costs have been included in establishing subcontracting goals.

No proportionate share of indirect costs are included in the subcontracting goals provided herein. All percentage and dollar goals in this Plan relate to direct costs only. However, in addition to the subcontracting efforts

covered by this Plan, WCG routinely purchases items such as office supplies from small and small disadvantaged businesses and the costs related to these items are included when reporting the total amount of small business subcontracting on an annual basis.

7. **ADMINISTRATOR:** The following individual will administer the subcontracting program:

Name: **Kristen J. Shepherd**

Title: **Contract Administrator**

Address: **4915 Auburn Avenue, Suite 301**

City: **Bethesda, Maryland 20814** Telephone: **(301) 656-2330**

This individual's specific duties, as they relate to WCG's subcontracting program, are as follows: General overall responsibility for review, monitoring, and execution of the plan, including but not limited to:

- (a) Identifying small, small disadvantaged and women-owned small business sources from information provided by Government agencies (such as SBA) and other sources.
- (b) Assuring inclusion of Small Business, Small Disadvantaged Business and Women-Owned firms in all solicitations where applicable.
- (c) Attending or arranging for attendance of purchasing personnel at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (d) Contracting or arranging for motivational training for purchasing personnel pursuant to the intent of FAAAMS 3.6.1-3.
- (e) Monitoring attainment of proposed goals.
- (f) Reviewing solicitations to delete statements, clauses, and other provisions which may tend to restrict Small Business, Small Disadvantaged Business and Women-Owned Small Business participation.
- (g) Maintaining a bidders' list of all potential subcontractors and suppliers doing business with WCG which identifies all Small Businesses, Small Disadvantaged Businesses and Women-Owned Small Businesses.
- (h) Ensuring periodic rotation of potential subcontractors on the bidders' list.
- (i) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (j) Monitoring attainment of proposed goals.
- (k) Preparing and submitting periodic subcontracting reports.
- (l) Coordinating the conduct of ATIS subcontracting activities during the conduct of compliance reviews by the FAA and other Federal Agencies.

- (m) Coordinating the conduct of ATIS business activities involving Small Business, Small Disadvantaged Business and Women-Owned Small Business subcontracting program.
8. **EQUITABLE OPPORTUNITY:** The following actions to assure that Small, Small Disadvantaged and Women-Owned small business concerns will have an equitable opportunity to compete for subcontracts.
- (a) Outreach efforts shall be established as follows:
 - (i) Contacts will be made with at least (3) minority and small business trade associations.
 - (ii) Contacts will be made with at least two (2) business development organizations.
 - (iii) We will attend local small and minority business procurement conferences and trade fairs.
 - (b) The following internal efforts shall be conducted so as to guide and encourage buyers:
 - (i) We will periodically conduct workshops, seminars, and training programs.
 - (ii) Activities shall be monitored to evaluate compliance with this Subcontracting Plan.
 - (c) Small and disadvantaged business source lists, guides, and other relevant data identifying Small, Small Disadvantaged and Women-Owned business vendors shall be maintained and utilized by the buyers in soliciting subcontractors.
 - (d) WCG will assist Small, Small Disadvantaged and Women-Owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the bidders' lists of potential Small, Small Disadvantaged and Women-owned Small business subcontractors are excessively long, reasonable effort shall be made to give all such concerns an opportunity to compete over a period of time.
 - (e) We will provide adequate and timely consideration of the capabilities of Small, Small Disadvantaged and Women-Owned small business concerns in all "make-or-buy" decisions.
 - (f) We will counsel and discuss subcontracting opportunities with representatives of Small, Small Disadvantaged and Women-Owned small business firms.

9. **CLAUSES:** The following is our statement of concurrence to include in the title contract.
- (a) We agree that the clause entitled "Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except small business concerns, which receive subcontracts in excess of \$5,000,000 or, in the case of a contract for the construction of any public facility, \$1,000,000, will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of FAAAMS 3.5.1-3, and assuring that all minimum requirements of an acceptable subcontracting plan shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged and women-owned small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of period visits to the subcontractor facilities or reviews of applicable records and subcontracting program progress.
 - (b) We will also provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in WCG's subcontracting plan.
10. **SURVEYS / REPORTS:** The following is our statement of assurance to comply
- (a) We agree to cooperate in any studies or surveys as may be required
 - (b) We agree to submit periodic reports in order to allow the Government to determine the extent of compliance with the subcontracting plan.
 - (c) We agree to submit Standard Forms 294 and 295, and any other periodic reports required by the Government relating to this program. We will also ensure that all subcontractors agree to submit SF294 and SF295 if applicable.
11. **RECITATION:** The following is our statement of compliance to maintain at least the following types of records to document compliance with this Subcontracting Plan.
- (a) Small, Small Disadvantaged and Women-Owned business source lists, guides, and other data identifying small business vendors.
 - (b) Organizations contacted for Small, Small Disadvantaged and Women-Owned small business sources.
 - (c) On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small businesses were solicited, and if not, why not; (2) whether small disadvantaged businesses were solicited, and if not, why not; (3) whether women owned small business were solicited, and if not, why not; (4) reasons for the failure of solicited small

businesses or small disadvantaged businesses to receive the subcontract award.

- (d) Records to support the other outreach efforts: Contacts with minority and small business: (1) trade associations; (2) business development organizations; and (3) attendance at small minority business procurement conferences and trade fairs.
- (e) Records to support internal activities to guide and encourage buyers: (1) Workshops, seminars, training programs, and (2) monitoring activities to evaluate compliance.
- (f) On a contract-by-contract basis, records to support award data submitted to the Government to include name, address and business size of each subcon-tractor.

Conclusion

This Subcontracting Plan reflects WCG's commitment and support of the FAA's policy that small business concerns shall have the maximum opportunity to participate in the performance of contracts awarded by the FAA.

The Company will accept a contract incorporating this Subcontracting Plan.

Signed: _____

Typed Name: John A. Martin

Title: Chief Financial Officer

Date: January 24, 2001

STUDENT CRITIQUE OF CONTRACT INSTRUCTION				
Student Name (Optional)	Phase/Course	Area:	Date:	
Instructor Name				
	Commendable	Satisfactory	Satisfactory/ Needs Improvement	Unsatisfactory *
A. Communication / Interpersonal Puts developmentals at ease. Shows interest in developmentals. Demonstrates patience and sincerity. Acts in a professional manner. Displayed an ability to maintain an impartial relationship with students.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
B. Technical Knowledge / Skills Demonstrates knowledge of training directives and requirements. Reflects a high degree of technical proficiency. Satisfactory answers provided for technical questions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. Documentation and Reporting Documents the developmental's performance and progress accurately and completely. Records details to reconstruct events during counseling session.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D. Instruction and Feedback Uses positive feedback and correction techniques to improve performance. Corrects problems in a timely manner, workload permitting. Uses effective questioning techniques. Avoids unnecessary interference with developmentals. Suggests specific remedies to correct identified performance problems. Uses counseling session to instruct the developmental.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
E. Instructor Responsibilities Gained class attention. Fully attends to developmental's performance. Differentiates between handbook requirements and personally preferred techniques. Ensures that control of the position/classroom is maintained. Instructs developmentals in the application of knowledge and procedures on operating the position being trained..	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OVERALL RATING	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

* Unsatisfactory Rating requires comment on back of form

Comments:

Recommendations for improvement:

FTLO Signature:_____

Date____/____/____

CSS Signature:_____

Date____/____/____